

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

925



FROM: Department of Public Social Services

SUBMITTAL DATE:
January 4, 2016

SUBJECT: Approve the Agreements with The Rushmore Group, LLC for Quality Assurance Software and Services, for DPSS, via the Competitive Bidding Process. All Districts [\$407,068 total]; Federal: 63.93%; State: 32.91%; County: 3.13%; Other: 0.03%

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute the professional service agreements # CW-03251 with The Rushmore Group, LLC for the period upon execution through December 31, 2016, for an amount not to exceed \$238,588; and
2. Approve and execute the Software/Maintenance agreement # CW-03249 with The Rushmore Group, LLC for \$168,480, which contains an option to renew the agreement for four additional one-year periods from the County's acceptance of the software; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to: () sign amendments that do not change the substantive terms of the agreement and () sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

PURCHASING &
FLEET SERVICES

Lisa Brandl
Lisa Brandl, Director

Susan von Zubern
Susan von Zubern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 238,588	\$ 42,120	\$ 407,068	\$ 126,360	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 7,468	\$ 1,318	\$ 12,741	\$ 3,955	

SOURCE OF FUNDS: Federal Funding: 63.93% State Funding: 32.91%; County Funding: 3.13%; Other Funding: 0.03%	Budget Adjustment: No For Fiscal Year: 15/16 – 19/20
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C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Jennifer L. Sargent
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Gregory P. Priamos* 2/25/16
DATE: _____
GREGORY P. PRIAMOS

Departmental Concurrence

RCIT: *Steve Reneker* 2/25/16
Steve Reneker, CIO

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3.

3-18

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

FORM 11: Approve the Agreements with The Rushmore Group, LLC for Quality Assurance Software and Services, for DPSS, via the Competitive Bidding Process. All Districts [\$407,068 total]; Federal: 63.93%; State: 32.91%; County: 3.13%; Other: 0.03%

DATE: December 21, 2015

PAGE: Page 2 of 3

BACKGROUND:

Summary

The Department of Public Social Services is in the process of improving the quality of work produced by their Self Sufficiency staff that are responsible for administering programs and services that can assist Riverside County residents with basic needs and other services that can help them become self-sufficient. Self-Sufficiency programs and services include CalFresh(SNAP), Cal WORKs, Child Care, Employment Services, Homeless Programs, Medi-Cal, and Community Outreach.

With record increases in services, the Self Sufficiency and Eligibility Administrative Services units within the Department of Public Social Services developed a need for software and services that would assist in improving quality of work produced by Self Sufficiency staff. DPSS required a solution that would be off the shelf or a customized solution to be developed. The new product would replace the current auditing system being utilized by the department, which was developed internally by the former DPSS IT unit.

Impact on Residents and Businesses

The software will assist in identifying whether Self Sufficiency staff is administering programs and issuing benefits timely and accurately, which in turn will minimize the chance of Social Services recipients receiving incorrect benefits.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this Agreement was budgeted through the normal County budgeting process. 100% of funds come from Federal and County sources. Funds for this Agreement have been allocated for the FY15/16 budget. No budget adjustment is necessary. The following annual costs were submitted by the proposer:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total MRA
FY 15/16 (Services)	\$238,588					\$238,588
Maintenance & Support	Warranty	\$32,220	\$32,220	\$32,220	\$32,220	\$128,880
Optional Enhancements		\$9,900	\$9,900	\$9,900	\$9,900	\$39,600
Total:	\$238,588	\$42,120	\$42,120	\$42,120	\$42,120	\$407,068

Contract History and Price Reasonableness

County Purchasing released a Request for Proposal #DPARC-439, emailing solicitations to 362 companies and advertising on the County's internet site and PublicPurchase.com. Two (2) bid responses were received, with proposals submitted by The Rushmore Group LLC. and SAS.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing, IT and DPSS. The evaluation team reviewed and scored each proposal based on the following:

- Bidder's Response to Attachment A "Scope of Work"
- Experience and ability
- Technical capability and project methodology
- Overall cost to the County
- References
- Financial status
- Clarification, exceptions or deviations,
- Credential/resumes/licenses/certifications

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FORM 11: Approve the Agreements with The Rushmore Group, LLC for Quality Assurance Software and Services, for DPSS, via the Competitive Bidding Process. All Districts [\$407,068 total]; Federal: 63.93%; State: 32.91%; County: 3.13%; Other: 0.03%

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PAGE: Page 3 of 3

i. Conformity to the scope of services, functional specifications, technical requirements, and Security hosting requirements.

The Rushmore Group, LLC was selected as the most responsive/responsible vendor, submitting a total cost that shall not exceed \$377,368 (this cost does not include all four (4) years of optional enhancements). The other bidder's proposed fee was a total cost of \$413,289 (this cost does not include all four (4) years of optional enhancements).

The evaluation committee recommends that the award be given to The Rushmore Group, LLC as the lowest and most responsive/responsible vendor for the total cost not to exceed \$407,068 for the duration of the contract.

SvZ:kr

Riverside County Department of Public Social Services

Contracts Administration Unit

10281 Kidd Street

Riverside, CA 92503

AGREEMENT: CW-03251

CONTRACTOR: The Rushmore Group, LLC

TERM: Upon Execution – December 31, 2016

MAXIMUM REIMBURSABLE AMOUNT: \$238,588.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Quality Assurance Services;

WHEREAS, The Rushmore Group, LLC is qualified to provide Quality Assurance Services;

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

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

Authorized Signature for County:	Authorized Signature for The Rushmore Group, LLC 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Stephen Tracy
Title: Chairman of the Board	Title: CEO
Address: 10281 Kidd St. Riverside, CA 92503	Address: 316 S. Coteau, Suite 100 Pierre, South Dakota 57501
Date Signed:	Date Signed: 2/26/16

FOR APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

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Exhibit A - Deliverable Sign Off
Exhibit B - Change Order Request
Exhibit C - DPSS 2076A

TERMS AND CONDITIONS

I. DEFINITIONS

A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.

B. "Business day" shall mean Mondays through Fridays, excluding County holidays. County observed holidays are:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- December 24 and 31 when they fall on Monday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
- A business day is 7:30am to 5:30pm.

C. "CAU" refers to the DPSS Contracts Administration Unit.

D. "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.

E. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, for services to or for the Contractor or another subcontractor.

II. PROJECT OBJECTIVES

A. Rushmore Case Review System (CRS) software shall be purchased under separate agreement (CW-03249). Agreement CW-03251 shall be considered the "Master Agreement" for the implementation and training of the software.

B. The project objectives include all the tasks that must be carried out by the Contractor, including but not limited to the following:

1. Planning, design, development, testing, and deployment of Rushmore CRS Software in Riverside County's environment.

2. Capabilities which include but are not limited to a clause library, full integration with Word and Excel, workflows and reporting with efficiency.
3. Completion of all documentation, manuals, and training aids to be used in conjunction with the software.
4. Training at the administrator, end-user, and trainer (train-the-trainer) level.

III. DPSS PROJECT ROLES

- A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:
 1. Project Manager responsible for:
 - a. Overall planning in coordination with the Contractor project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Technical Lead responsible for information about DPSS' technical architecture and environments.
 3. Subject matter experts responsible for providing Riverside County business expertise as requested.
- 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.
- C. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor's ability to deliver these requirements. These responsibilities include, but are not limited to, the following:
 1. Access to the County information and resources;
 2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project

IV. CONTRACTOR PROJECT ROLES

- A. The Contractor shall provide staff with the following roles and responsibilities including but not limited to:
 1. Project Manager (1 person) - responsible for the overall management for the project. The Project Manager will make certain that all financial, time, and requirement commitments are satisfied throughout the project lifecycle. They will be involved in providing leadership for all facets of the project and will be actively engaged on all aspects of the project while concurrently possessing the ultimate decision-making authority for all on-site project-related matters.
 2. Business Analyst (1 person) – will be the main development contact between DPSS and Rushmore. They will be responsible for insuring the effective and efficient exchange of project information is needed. Their responsibilities will include, but not be limited to:
 - a. Assisting in developing, refining, and achieving project objectives;

- b. Preparing for and participating in monthly status conference calls;
- c. Preparing for and participating in functional and acceptance testing.

3. Senior Systems Analyst (2 persons) – will be instrumental to all phases of the project. Their specific responsibilities will include, but not be limited to:
 - a. Prepare program specifications, file specifications, and record layouts;
 - b. Develop functional and technical program specifications;
 - c. Design, develop, and implement programming;
 - d. Prepare for and participate in functional and acceptance testing;
 - e. Prepare for and participate in conference calls and meetings as requested;
 - f. Provide as necessary, quarterly updates
4. Test and Quality (1 person) – responsible for the Project Manager in establishing testing specification (including the creation of test scripts) to assure the software is in accordance with requirements. Responsible for ensuring all testing resources are coordinated and will work with systems development on the results of both functional and end-user testing.
5. Training (2 persons) - responsible for developing and establishing training materials and to conduct user training in accordance with Deliverable #5 listed below. Responsible for ensuring training documentation is complete and tested prior to delivery of on-site training.

- B. The Contractor shall use its best efforts to ensure that personnel are not removed or reassigned during the term of the Agreement. Should the Contractor be required to change personnel identified in paragraph IV.A, the Contractor will notify the County at least two (2) weeks prior to the change.

V. PROJECT RESPONSIBILITIES AND DELIVERABLES

All deliverables will be reviewed and accepted by the assigned DPSS Project Manager. Each party's responsibilities and the project deliverables are listed in the following table:

Milestone #1 – Discovery to analyze business processes, workflows, business requirements, user requirements, functional requirements, and operational requirements.		
CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Participate in a “Kick-Off” meeting conducted onsite at a County facility.	Schedule initial “Kick-Off” meeting to be conducted onsite at a County facility.	This deliverable will be considered complete when DPSS has received, reviewed and approved completed customization and DPSS has signed the deliverable Sign-off document (Exhibit A).
Be responsible for discovery to gather business processes, workflows, business requirements, user requirements, functional requirements, and operational requirements.	Provide the Contractor with access to necessary resources and documentation to complete discovery	
Provide pre-installation checklist		
Prepare the CRS configuration (scope) document, including a project timeline, for DPSS signoff.		
Milestone #2 - Development to include configuration, development of customizations, development of interfaces, and integration of any necessary third-party products to arrive at the solution that meets the County’s requirements.		

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Be responsible for development, to include configuration, development of customizations, interfaces, and reports to arrive at a solution that meets the requirements as outlined in RFP DPARC-439 and subsequently developed, documented, and accepted in the Configuration Workbook.		This deliverable will be considered complete when DPSS has received, reviewed and approved completed test strategy, test plan, test procedures and DPSS has signed the deliverable Sign-off document.
Develop a test strategy, test plan, and test procedures.		
Milestone #3 - Testing		
CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Conduct conformance testing	Conduct User Acceptance Testing	This deliverable will be considered complete when DPSS has received Contractor test results and User Acceptance test results.
Milestone #4 – Training and Documentation		
CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Be responsible for training business administrators, end users, and County trainers (train-the-trainer).	Be responsible for scheduling and staff attendance. Make copies of all the training materials, to be presented in class. Provide training rooms in County facilities and facilitate necessary hardware and communication needs.	Delivery of: 1. Training Strategy that identifies the approach, type of training, course outlines and objectives, and course schedules for each category of users in 11.3. 2. Training Course Curricula that reflect the course content as identified in the Training Strategy. 3. Completion of training.
Documentation to include: 1. User Documentation sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries; includes a section on frequently asked questions. 2. Policies and Procedures Manual that integrates the business processes with the actions taken using the system. Describes when and why functions are		Delivery of: 1. User Documentation sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries; includes a section on frequently asked questions. 2. Data Dictionary

performed and how to handle exceptions.		3. Policies and Procedures Manual that integrates the business processes with the actions taken using the system. Describes when and why functions are performed and how to handle exceptions.
3. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.		4. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.
		5. Digital and/or hard copies of the training materials presented in the training.

MILESTONE #5 - Deployment

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Be responsible for deployment of the County's approved version of the Contractor's system into DPSS environment.		System goes live in DPSS environment.

MILESTONE #6 – Health Check

CONTRACTOR RESPONSIBILITIES	COUNTY RESPONSIBILITIES	DELIVERABLES
Provide Health Checks at 60, 120, and 180 days to review modification requests and perform alterations requested and prioritized by the County.	Document modification requests to be made at 60, 120, and 180 days, and prioritize these requests.	Modifications will be accepted through the submittal and approval of Contractor and User Acceptance test results.

VI. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable.

The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from DPSS CAU a written receipt, through U.S. mail, overnight courier, or email, for such Deliverable, which the DPSS CAU shall provide within two (2) business days of receipt of the Deliverable.

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

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

VII.CHANGE ORDERS

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

VIII. FISCAL

A. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$238,588.00.

2. PAYMENT SCHEDULE

Milestone Description	Number of Units	Cost Per Unit	Payment
Milestone #1 - Discovery			\$15,000
Milestone #2 – Development			\$135,000
Milestone #3 - Testing			\$15,000
Milestone #4 – Training and Documentation			\$59,588
Milestone #5 – Deployment & Post-implementation support			\$10,000
Milestone #6 – Health Check			\$4,000
TOTAL REIMBURSABLE AMOUNT			\$238,588

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of the invoice for payment as outlined in the Payment Schedule that is accompanied by a Deliverable Sign Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.
- b. The Contractor shall submit DPSS Forms 2076A (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A." Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.
- 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.

B. 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.

C. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges 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.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be

pertinent to this 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.

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

D. 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.

E. 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.

F. AVAILABILITY OF FUNDING

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

IX. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective Upon execution to December 31, 2016.

B. 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.

C. 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.

D. EMPLOYMENT PRACTICES

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

E. EQUAL EMPLOYMENT OPPORTUNITY

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

The 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 the County pursuant to this Agreement. In the event of any such action or claim, the CONTRACTOR shall provide immediate notice to the County of the action or claim. The CONTRACTOR may defend or settle the action or claim as the CONTRACTOR deems appropriate; however, the Contractor shall be required to obtain for the 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.

G. INSURANCE

1. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance 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.

(a) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the

laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the COUNTY 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.

(c) 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.

2. General Insurance Provisions – All lines:

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

(b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this 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 selfinsured 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.

(c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this 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 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this 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.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (h) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

H. 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.

I. 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.

J. 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.

K. PERSONNEL

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

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

L. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this 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. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
4. 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.

M. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this 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;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

O. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

P. LOBBYING

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

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

Q. NOTICES

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

DPSS:

Contracts, Insurance, Deliverables, Deliverable Sign Offs, Change Orders and other administrative documents:

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

Invoices and other financial documents:

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

CONTRACTOR: The Rushmore Group, LLC
CEO
316 S. Coteau, Suite 100
Pierre, South Dakota 57501

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

R. DISPUTES

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

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

S. 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:

- a. 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
- b. 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

- c. Withhold funds pending a cure of the breach; and/or
- d. 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.

T. 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.

U. 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.

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Amendments to this Agreement, and received via electronic communications including but not limited to fax or email, as legally sufficient evidence that such original signatures have been affixed to such Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

V. 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.

W. 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.

Deliverable Sign-off Document

Exhibit A

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

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

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

Impact

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

Risks

Risk	Risk Management Action

Steps to Implement Change

Approval Signatures:	Date:	Comments:
Project Manager		
CAU		
Project Sponsor		
Non Acceptance		
Signatures:	Date:	
Project Manager		
CAU		
Project Sponsor		
Reason for Non Acceptance		

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit C

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

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

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

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

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

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

_____ # 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) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

"Agreement 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.

COUNTY OF RIVERSIDE**SOFTWARE LICENSE AGREEMENT**

This software license agreement is dated, and is between the County of Riverside, a political subdivision of the State of California (herein referred to as "County") with its principal place of business located at 10281 Kidd St., Riverside, CA 92503 and The Rushmore Group, LLC (herein referred to as "Contractor") with its principal place of business located at 316 Coteau, Suite 100, Pierre, SD 57501.

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Exhibit A Schedule of Software

Exhibit B Schedule of Maintenance and Support

1. LICENSE

1.1 Subject to the terms of this Agreement, the Contractor hereby grants to the County a perpetual, fully paid, non-exclusive license to use the software program(s) ("Software"), user manuals, technical manuals, and other information ("Documentation") for the software package.

1.2 The license granted hereunder is limited to Schedule of Software (Exhibit A), provided that Licensee may make a reasonable number of additional copies for archival, emergency backup purposes, or test/development environments. Licensee shall affix to each copy of the Software or documentation all copyright and proprietary information notices that were affixed to the original.

2. OWNERSHIP

2.1 The Contractor will provide the County with the Software, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

2.2 The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor.

2.3 The County agrees not to reverse compile or disassemble the Software.

2.4 The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

3. COPYING RIGHTS

The County may make copies of Software and Documentation, as required for backup or test/development/training environments in support of the use of the Software, but the County must include existing copyright notices on any such copy, modifications, or portions of Software merged into another program. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

4. TRANSFERABILITY

4.1 The County may not transfer to any third party the Software and the Documentation, or any copy(s) thereof, in whole or in part, except as expressly provided in this Agreement. If the County transfers Software and Documentation to another party as expressly provided in this Agreement, the County must at the same time either transfer copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of Software contained or merged into another program.

4.2 If the County transfers Software and/or Documentation or any copy, modification, or merged portion of Software to another party without written permission of the Contractor, this license is automatically terminated.

5. MAINTENANCE AND SUPPORT

5.1 Contractor shall provide to the County Updates (hereinafter "Maintenance") and technical support (hereinafter "Support") in accordance with the terms of this Agreement.

5.2 Maintenance shall include access to software upgrades and code fixes to the Software released during the period for which the County has fully paid support.

5.3 Technical Support shall include problem resolution for issues determined to be caused by material defects existing either in the base Software code or in enhancements to the Software performed by the Contractor for the County. The Contractor will assist County to answer questions on how the system operates. The Contractor will assist in troubleshooting issues that cannot readily be identified as a defect or enhancement, as part of this agreement. These services are subject to this agreement. Any additional system enhancement activity would be covered under Exhibit B, section B-3.

5.4 Terms of Software Maintenance and Support are covered under the Schedule of Software Maintenance and Support (Exhibit B).

6. DELIVERY

6.1 Software and Documentation shall be delivered to the County via electronic download. All subsequent updates, upgrades or patches shall be delivered to the County via electronic download.

7. WARRANTY

7.1 For a period of one year after final acceptance of all deliverables in contract CW-03251, the Contractor warrants that under normal use, Software shall perform the functions specified in the Documentation. The County shall promptly notify the Contractor in writing if the Software does not conform to the Documentation. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of replacement software providing there is no misuse of the software.

7.2 Any payment for maintenance/support will not commence until the termination of the warranty period.

8. REPLACEMENT PRODUCTS

8.1 If the Contractor, within four years from the last agreement date between the County and the Contractor for the Software, generally or commercially releases a product (hereinafter "Replacement Product(s)") with the same or substantially similar functionality as that of the Software licensed by County pursuant to such agreement, and the Contractor concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of the Software, then the County shall receive a credit for the full value of the License fees paid by County for the Software toward the purchase of the Replacement Product, provided that County is a subscriber to the Maintenance and Support Services for the Software. The Replacement Product shall be treated as Software for the purpose of this Agreement.

8.2 The License granted to the County for the Replacement Product shall be:

- (a) pursuant to the terms and conditions of this Agreement,
- (b) granted without the payment of additional fees; and
- (c) the County's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

9. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

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.

10. USE BY 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 and to other county entities in the State of California. 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.

11. TERM

The term of this maintenance and support related to this agreement is from the County's acceptance of the software, with the option to renew the agreement for four additional years.

12. TERMINATION

12.1 County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination. The CONTRACTOR shall provide access to the Software System and shall provide maintenance and support diligently and continuously thereafter execution for the term of the agreement.

12.2 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 so as 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.

12.3 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.

12.4 Upon termination of this Agreement, the County will continue to have right to use the Software as defined in this agreement. The County certifies that upon termination it will not be entitled to maintenance, support or upgrades to the Software from the Contractor. The County will be entitled to publicly available patches to its version of the Software.

12.5 In the event the County requires maintenance, the County shall either (a) pay the Contractor on a time and materials basis for services or (b) pay maintenance from the date this agreement terminated.

12.6 In the event the County wishes to reinstate its licenses, the County shall pay maintenance as agreed to by both parties.

12.7 Upon termination of this Agreement as provided herein, any prepaid Maintenance and Support Services fees shall be refunded to the County by the Contractor on a pro rata basis as of the date of termination or the date giving rise to the cause for termination, as applicable.

12.8 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.

13. NON-APPROPRIATION OF FUNDS

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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay

excess interest and late charges, per Government Codes, Section 926.10. 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.

14. ESCROW OF SOURCE CODE

14.1 The Contractor shall, before any payment is made under this Agreement, provide evidence that it has deposited a copy of the source code of the licensed program with an escrow agent acceptable to the County. Documentation provided to the escrow agent must show that the escrow agent is obligated to make a copy of the source code available to the County as described below. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program. The Contractor shall provide the County with a copy of the escrow agreement upon request.

14.2 The Contractor shall direct the Escrow Agent to deliver to County the Source Code for the applicable Software in the event Contractor (i) filing a petition for liquidation via bankruptcy or an assignment for the benefit of creditors; (ii) ceasing normal business operations; or (iii) failing to provide Maintenance and Support for the Software for a fifteen (15) day period after receipt of written notice by Contractor from County, while County is a compliant subscriber of Contractor's Maintenance and Support Services.

14.3 Source Code obtained by County under the provisions of this Agreement, and/or the Escrow Agreement, shall remain subject to every License restriction, proprietary rights protection and other County obligations specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Software.

15. DISPUTES

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

15.2 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.

16. INDEMNIFICATION

16.1 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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

16.2 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 indemnification to Indemnitees as set forth herein.

16.3 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.

16.4 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.

16.5 The 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 the County pursuant to this Agreement. In the event of any such action or claim, the Contractor shall provide immediate notice to the County of the action or claim. The Contractor may defend or settle the action or claim as the Contractor deems appropriate; however, the Contractor shall be required to obtain for the 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.

17. NOTICES

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

COUNTY:	Department of Public Social Services Contracts Administration Unit P.O. Box 7789 Riverside, CA 92513
	Invoices and other financial documents: Department of Public Social Services Fiscal/Management Reporting Unit 4060 County Circle Drive Riverside, CA 92503

VENDOR:	The Rushmore Group, LLC 316 Coteau, Suite 100 Pierre, SD 57501
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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 Contract, addressed in any other fashion will not be acceptable.

18. INSURANCE

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.

(a) Worker's Compensation:

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

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the COUNTY 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.

(c) 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.

2. General Insurance Provisions – All lines:

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

(b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this 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 selfinsured 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.

(c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this 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 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

(e) If, during the term of this 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.

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

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

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

19. ASSIGNMENT

The 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.

20. ALTERATION OR CHANGES TO THE AGREEMENT

20.1 The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement.

20.2 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.


21. GOVERNING LAW/SEVERABILITY

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..

22. ACKNOWLEDGEMENT

This agreement shall be effective upon its execution by both parties.

The Terms and Conditions included in Professional Services Agreement CW-03251 are incorporated by this reference. In the event of conflicting terms, those included in CW-03251 shall take precedence of the terms included in this agreement.

<u>Authorized Signature for County:</u>	<u>Authorized Signature for</u> 
<u>Printed Name of Person Signing:</u>	<u>Printed Name of Person Signing:</u> STEPHEN L. TRACY
<u>Title:</u>	<u>Title:</u> CEO
<u>Address:</u>	<u>Address:</u> 316 S COTEAU STREET PIERRE, SD 57501
<u>Date Signed:</u>	<u>Date Signed:</u> 2/26/16

I FORMALLY APPROVE COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

Exhibit A Schedule of Software**A-1 Software Product**

License Type/ Unit	# of Units	Description	Unit Price	Extended Price
Power User	Unlimited	Access to all the functionality in the software	\$0	\$0
End User	Unlimited	Access to minimum use to be determined by DPSS	\$0	\$0
Approval/ Commenting User	Unlimited	Access to minimum use to be determined by DPSS	\$0	\$0
Viewing Right End User	Unlimited	Access to minimum use to be determined by DPSS	\$0	\$0
			Subtotal	\$0
			Tax	\$0
			Shipping	\$0
			Total	\$0

A-2 Delivery

Software and Documentation shall be delivered to the County via electronic download. All subsequent updates, upgrades or patches shall be delivered to the County via electronic download.

Exhibit B Schedule of Maintenance and Support

When the County requires the support of the Contractor, the Contractor will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

B-1 Levels of Support

Level 1 - Critical - The application is not usable resulting in total disruption in entering reviews or accessing reports. No workaround is available.

Level 2 - Major Function Issue - Users are severely restricted. A workaround is available.

Level 3 - Minor Feature/Function Issue - The application is not working as designed, there is some minor impact on usage, acceptable.

Level 4 - Minor Problem - Issue is documented and flagged for enhancement opportunity.

B-2 Problem Response & Resolution Process

Support shall be provided 8:00am to 5:00pm Pacific Time – Monday through Friday.

The response time for support shall be accomplished using the priority rank listed in the table below. Response time starts after notification by the Contractor that service is required. Licensee and Licensor define the priorities for support with the table below:

Level	Description	Response Time
1 -Critical	The application is not usable resulting in total disruption in entering reviews or accessing reports. No workaround is available.	Within 1 working day
2- Major Function Issue	Users are severely restricted. A workaround is available.	Within 2 working days
3- Minor Feature/Function Issue	The application is not working as designed, there is some minor impact on usage, acceptable.	Within 2 working days
4-Minor Problem	Issue is documented and flagged for enhancement opportunity.	Within 2 working days

B-3 Maximum Reimbursable Amount:

The maximum reimbursable amount of this agreement shall not exceed \$168,480 over the period of 5 years (see table below).

	Year 1	Year 2	Year 3	Year 4	Year 5	Total MRA
Maintenance & Support	Warranty*	\$32,220	\$32,220	\$32,220	\$32,220	\$128,880
Optional Enhancements	Warranty*	\$9,900	\$9,900	\$9,900	\$9,900	\$39,600
Total:		\$42,120	\$42,120	\$42,120	\$42,120	\$168,480

***B-3.1** Rushmore shall be paid for software service maintenance, support, updates and optional enhancements, after the warranty period per section 7.1 (Software License Agreement).

Optional enhancements shall be billed at an hourly rate of \$90.

B-4 Invoices

Invoices and other financial documents shall be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Services
4060 County Circle Drive
Riverside, CA 92501

Invoices will include in instances where software is electronically delivered the following language:
"All products purchased are available via electronic download only. No tangible media or documentation will be available or shipped. Access to the products purchased and referenced on this invoice is in no way dependent upon any tangible media that may have been received prior to or separately from this purchase."

All complete invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.

B-5 Optional Enhancements outside of Standard Maintenance:

Contractor shall provide additional projects as requested by DPSS, as outlined below:

- a. DPSS will submit in writing, through U.S. mail, overnight courier, or email, a Scope of Work to Contractor for each project. The Scope of Work will include expected deliverables.
- b. The Contractor will provide a Project Estimate to DPSS within ten (10) business days of receipt of the Scope of Work. The Project Estimate will include a statement of work, deliverables, project timeline, and cost. The Contractor shall provide the Project Estimate to the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email.
- c. DPSS will accept the Project by returning an executed copy of the Project Estimate to Contractor.
- d. The executed Project Estimate shall be incorporated as an amendment hereto.
- e. No work shall be completed unless the Project Estimate is formally approved and executed by both parties.