

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

394



FROM: Human Resources Department

SUBMITTAL DATE:
August 10, 2016

SUBJECT: Approve Amendment (Order Form No. 3) for licensing and support to utilize Sum-Total Enterprise Learning Management System (LMS) with Skillsoft for three years [District- All] [Total Cost - \$709,808] [Source of Funds - Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment (Order Form No. 3) for licensing and support to utilize Sum-Total Enterprise Learning Management System (LMS) with Skillsoft for three years, not to exceed \$374,928 for FY16/17 and \$167,440 per fiscal year thereafter; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provision that does not exceed CPI.

BACKGROUND:

Summary

Human Resources is seeking approval to amend a current contract to replace the County's outdated

Michael T. Stock
Asst. County Executive Officer/
Human Resources Director

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|------------------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 374,928 | \$ 167,440 | \$ 709,808 | \$ | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ | \$ | \$ | \$ | |

| | |
|---|-------------------------------------|
| SOURCE OF FUNDS: Departmental Budget | Budget Adjustment: No |
| | For Fiscal Year: 16/17-18/19 |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Ivan M. Chand

8/16/2016

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

3-47

FORM APPROVED COUNTY COUNSEL
BY: 8/12/16
KARIN L. WATTS-BAZAN
DATE

Departmental Concurrence

Teresa Summers, Assistant Director

Purchasing & Fleet Services:

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve Amendment (Order Form No. 3) for licensing and support to utilize Sum-Total
Enterprise Learning Management System (LMS) with Skillsoft for three years [District- All] [Total
Cost - \$709,808] [Source of Funds - Departmental Budget]**

DATE: August 10, 2016

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

LMS, which has reached end of life, with a system that will ensure reliable support for important county initiatives including EPIC, Information Security, CERT, Disaster Service Worker, and all legally required and Board mandated training. Support for these projects will increase the load on our existing system by 6-10 times, to a level that is unsustainable and creates a high risk of system failure. We are hard pressed by the current unstable platform, and need replacement quickly. The County's current Learning Management System (LMS), Training Partner, used to deliver and track employee training records county-wide, was implemented in 2007. The system has reached end of life, according to both the vendor, Geometrix, and as evidenced by frequent system freezes requiring resets.

In December 2014, the Human Resources Department conducted a competitive bid process (3-24 RFP HRARC-060, H-11 APPROVAL # PR2014-001780, BOS Approved 1-6-2015) to obtain library of online courses and the basic supporting learning management system with limited licensing. Skillsoft's LMS is the integrated backbone currently supporting the delivery of online content now available on COR Learning Online website, but is not currently licensed to support county-wide training. The original contract for online courses runs through December 31, 2019. This amendment to add the LMS product will run through August 31, 2019. At the time of renewal, the two projects will be merged into one time line that will run concurrently.

We are now seeking approval to amend our current agreement with Skillsoft to utilize Skillsoft's SumTotal Enterprise Learning Management System (LMS). This includes licenses for up to 28,000 learners (24,000 county employees and up to 4,000 licenses to support access for non-county employees provided services by RUHS, BCTC and others). Skillsoft's SumTotal Learning Management System (LMS) is cloud based and will serve as an enterprise system to maintain employee learning records, launch, track and report live and online courses. Skillsoft Sumtotal was named an industry leader by Aragon Research in their recent 2016 study comparing 23 top Corporate Learning platforms.

In addition to utilization by the County Learning function, RUHS, The Sheriff's Department, and DPSS have received demonstrations of the platform and expressed interest in utilizing the system to support their respective department learning functions. We anticipate that enterprise utilization of this LMS will save Riverside County thousands of labor hours each year automating and streamlining work previously done by hand in some departments while dramatically improving efficiency in data management, risk mitigation, and reporting.

Key benefits include:

- Seamlessly integrates with existing Skillsoft platform, PeopleSoft, and other Talent Management and Payroll systems to provide an enterprise system that is flexible and customizable to support diverse department needs.
- It allows for multiple domains/portals to be created allowing each department greater control and customization to meet their own training needs; while still remaining housed in one enterprise system tracking all training.
- Creates a single comprehensive source for employee learning records required to mitigation risk in litigation and for reporting to regulatory and other agencies.
- Enhanced support for online learning. Online learning has saved Riverside County more than \$5.2 million in travel labor time expense and mileage cost saved over the last four years (2012-2015).

Impact on Residents and Businesses

The system will support setting up processes to allow up to 4,000 non-county employees to gain access to needed training. This feature supports the RUHS medical education programs and The Sheriff's Department in providing training services to other public safety agencies and jurisdictions at BCTC.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
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DATE: August 10, 2016
PAGE: 3 of 3**

SUPPLEMENTAL:

Additional Fiscal Information

Human Resources is working with some of our larger departmental partners to pay for the implementation costs. The implementation costs include fees related to creating separate portals as requested by these larger departments and migration of all current data. Also, departments which have extra licenses for non-county employees will pay these costs as well. Future year costs will be paid for through the HR rate.

Contract History and Price Reasonableness

In December 2014, the Human Resources Department conducted a competitive bid process (3-24 RFP HRARC-060, H-11 APPROVAL # PR2014-001780, BOS Approved 1-6-2015) to obtain limited licensing for a library of online courses and the supporting learning management system.

ATTACHMENTS:

- A. Agreement with Skillsoft: Customer Order Form Number Three
- B. H-11

CUSTOMER ORDER FORM THREE

This Order Form Three ("Order Form") with an effective date of September 1, 2016 ("Effective Date") is governed by the terms of the Master License Agreement dated December 31, 2014 (the "Agreement"), by and between Skillssoft Corporation (hereinafter "Skillssoft"), the parent company of SumTotal Systems LLC, and County of Riverside (hereafter "Customer"), the terms of which are incorporated herein by reference. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. SumTotal Systems LLC (hereafter "SumTotal" or "Company") will provide Customer with the following solution in accordance with the terms and conditions of the Agreement. The parties further agree that the term of the Agreement shall extend through the end date of this Order Form.

The parties agree that there have been two (2) previous Order Forms executed between the parties under the Agreement; Order Form dated December 31, 2014 and Order Form dated October 31, 2015.

| | |
|------------------------------------|-------------------------------|
| Sales Person: Sam Barrios | Order Date: September 1, 2016 |
| Customer Name: County of Riverside | Purchase Order: |

| Primary Contact Information | Billing Information (If different from Primary Contact Information) |
|--------------------------------------|---|
| Name: Denise Walker | Name: |
| Title: | Title: |
| Address: 3450 14th Street, 5th Floor | Address: |
| Phone: (951) 955-1423 | Phone: |
| Fax: | Fax: |
| Email: drwalker@re-hr.com | Email: |

Business Terms

Invoicing and Payment Terms: All fees shall be invoiced annually in advance and are due and payable 100% NET 60 days from the date of invoice.

Subscription Service Configuration

| | |
|------------------------------------|--|
| Initial Subscription Term: | September 1, 2016 through August 31, 2019 |
| Number of Designated Contacts | 2 |
| Initial Storage Allowance (in GB). | SumTotal will provide data storage as follows: 30 gigabytes of storage space. All environments provided (typically Production & Stage) are counted. If Customer exceeds the above allowances, Customer will be charged an additional monthly fee of \$20 for each additional GB used beyond the above allowances. This fee will be lowered to \$13 per month per additional GB if an amendment is signed to increase the storage allowance. The pricing outlined in the two preceding sentences is only valid for the Initial Subscription Term. |
| Hosting Environment Type | <input checked="" type="checkbox"/> SaaS (Software as a Service)* *For the SaaS hosting environment, SumTotal implements any upgrades at our discretion and on our timeline; no fees are associated with those upgrades. No customizations allowed to the SaaS hosting environment. |
| Software Modules | SumTotal consisting of the following components: <input checked="" type="checkbox"/> Enterprise Learning <input checked="" type="checkbox"/> Learning Management System (LMS) <input checked="" type="checkbox"/> Mobile Learning |

User Model

| Application | Committed Number of Users during Initial Subscription Term | Per User Fee per 12 month period during the Initial Subscription Term | Per User Overage fee per 12 month period | Total Fee for Committed Number of Users during the first 12 months of the Initial Subscription Term |
|---|--|---|--|---|
| Enterprise Learning | | | | |
| LMS(6116-ROD EE LMS) | 28,000 | \$5.98* | \$7.148* | \$167,440.00 |
| 8332-Mobile for LMS HS | 28,000 | N/A** | N/A | N/A** |
| 8822 - Social Learning | 28,000 | N/A** | N/A | N/A** |
| 8947-Enterprise LMS - Standard Professional Services*** | See Exhibit C | N/A | N/A | \$197,488.00*** |

*Subject to adjustment pursuant to Section 8(b) of the Agreement and the Payment Period Table below.

** Fees for the 28,000 Social and Mobile Users are included in the fees for the LMS for this purchase.

***Professional Services are for Payment Period One only.

Payment Periods for Initial Subscription Term

| Payment Periods | Dates | Fees for Committed Users |
|--|--|--------------------------|
| Payment Period One | September 1, 2016 through August 31, 2017 | \$364,928.00 |
| Payment Period Two | September 1, 2017 through August 31, 2018 | \$167,440.00 |
| Payment Period Three | September 1, 2018 through August 31, 2019 | \$167,440.00 |
| Committed Subscription Service Fee for the Initial Subscription Term | September 1, 2016 through August 31, 2019 | \$699,808.00 |
| | Estimated Travel Expenses to be billed as Incurred | NTE \$10,000.00 |
| | Total | \$709,808.00 |

Additional Terms

The following additional provisions, including Exhibit A and B attached hereto, are hereby incorporated into the Agreement:

Definitions:

"Customer Data" means any data, information or material provided or submitted to the Service by the Customer in the course of using the Service.

"Customer Error Incident" means any Service unavailability related to Customer's applications, Customer Data, or Customer's equipment, or the acts or omissions of any user of the Service.

"Emergency Maintenance" means downtime of the Service due to the application of urgent patches or fixes, or other urgent maintenance, recommended by SumTotal's vendors, that is performed outside of Scheduled Maintenance. SumTotal will make commercially reasonable efforts to give Customer prior notice of any Emergency Maintenance. Where practical, SumTotal will make commercially reasonable efforts to perform Emergency Maintenance during Customer's off-peak business hours.

"Overage" means the number of Users or Registrations above the Committed Number of Users or Committed Number of Registrations, as applicable, as set forth in the Order Form included herein as Exhibit C and as amended in any subsequent Order Form.

"Professional Services" means the services which may be further discussed and described through a Statement of Work, pursuant to Exhibit A of this Agreement.

"Professional Services Fee" means the fee paid by Customer to Company for the additional Professional Services as provided in Exhibit A and the applicable Statement of Work.

"Recovery Point Objective (RPO)" means the maximum transactional user activity that could be lost should the primary facility be destroyed.

"Published Documentation" means the information which SumTotal routinely provides regarding the Software and Service to customers via SumTotal's website.

"Scheduled Maintenance" means any maintenance performed during SumTotal's then current standard maintenance windows and any other maintenance of which Customer is given at least forty-eight (48) hours advance notice. SumTotal may perform maintenance on some or all of the Service in order to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

"Service" means the hosted, on-demand, web-based service offered by SumTotal, including the Software Modules, and updates thereto from time to time and accessible via <http://www.sumtotalsystems.com> or another designated web site or IP address.

"Service Deliverables" means the items to be delivered to Customer in connection with any implementation or Professional Services SumTotal performs pursuant to Exhibit A, such as consulting reports, on-site training, integration work or modifications to the Software Modules, but does not include the Software Modules.

"Service Start Date" shall be the first day on which Customer is notified in writing that Customer can log onto the Service regardless of configuration or access by end-users, unless otherwise provided in the Initial Order Form, attached hereto.

"User" means any individual with an active account, for whom talent management data, (e.g. learning data, goals, appraisals, succession plans, etc.) or employment, payroll or expense related data exists in the database maintained by SumTotal for the benefit of the Customer. An active account means the account has been accessed or data in the account has been updated or was inputted during the relevant Term, and in the case of the Learning Management applications and their related modules, any individual for whom there is a user login account permitting such individual to access and use the Service is considered to constitute an individual with active account. Exceptions:

(A) For purposes of the Learning Management Applications, data may be retained for persons who are flagged as inactive in the system for historical reporting purposes only and such persons are not counted as Users and are not allowed to login to the system or access any system functionality.

"User Model" means the subscription model whereby Customer has purchased a committed number of Users to access the Service during the Subscription Term.

Terms:

1. SumTotal will provide Customer with use of the Service, including a browser interface and login data, in addition to encryption, transmission, access to, and storage of Customer Data. As part of the Service, SumTotal shall provide the Maintenance Services set forth in Exhibit B and Professional Services mutually agreed upon

via Statements of Work pursuant to Exhibit A. SumTotal may at its sole discretion enhance the Service from time to time, at no cost or expense to Customer, provided any such enhancement will not, in any case, reduce the performance or functionality of the existing Service prior to such enhancement. SumTotal will set up a website for Customer from which Customer can access the Service and will notify Customer of the URL for such SumTotal website. SumTotal will install the Service, and SumTotal will host the Service and any Service Deliverables used in conjunction with the Service. SaaS customers' installations will be initiated upon signing. Hosted Subscription customers' installations will be initiated upon Customer's request to do so. An email request sent to SumTotal's project manager assigned to Customer is acceptable to initiate the installation and configuration of Customer's Service.

2. If Customer has purchased access to the Service via the Software as a Service ("SaaS") model, as evidenced by the Order Form attached hereto:

- (i) Customer may not customize the Service,
- (ii) SumTotal shall provide installation of any Maintenance Releases or New Version Releases, at its sole discretion, as part of the Service at no extra charge to Customer.

3. Support of Production Environment versus Non-Production Environment. Any production environment outage is treated as a high priority event for which SumTotal will engage in commercially reasonable recovery efforts to resolve. Non-production environments are supported 5 days x 10 hours per day basis (limited to weekdays), and any outage shall be recovered on a reasonable effort basis.

4. Storage Allowance: SumTotal will provide data storage as stated in the Initial Order Form. If Customer exceeds the storage allocated in the Initial Order Form, Customer will purchase additional Storage for the time period of such overage for such storage. The storage fees include daily backups and off-site archiving of stored data, as provided in Section 6(b). Note that there is no charge for storage used by application executable files, server logs, SQL transaction logs, Temp DB, DSU/TMU files, FTP storage, and backup copies).

5. File Transfers. All files transferred between Customer and SumTotal will be encrypted via PGP/GPG in order to be encrypted 'at rest', and transferred via Secure FTP to encrypt in transit.

6. Security Audit. SumTotal shall provide Customer with SumTotal's SSAE 16 audit certification upon written request by Customer. Customer may conduct an audit of the hosting services, including a data center tour and review of data center policies and procedures, no more often than once in any 12-month period. A fee of \$250 per hour will be charged for the labor involved in support of such audits.

7. Service Availability

(a) Service Availability. SumTotal shall make reasonable efforts to provide production environment service availability of 99.5% measured on a monthly basis ("Service Availability") not including (a) Scheduled Maintenance, (b) Customer Error Incidents, (c) Emergency Maintenance, and (d) Force Majeure. For this purpose, and to enable SumTotal to troubleshoot problems as necessary, SumTotal uses an administrator account on each Customer environment. If the Service fails to respond to SumTotal's automated testing, then SumTotal uses manual testing to confirm such failure. Service Availability is calculated as a percentage by dividing the number of minutes the Service is available during the applicable month divided by the number of total minutes in the month, excluding in all cases the aggregate of the number of minutes the Service is unavailable due to Scheduled Maintenance, Customer Error Incidents, Emergency Maintenance, and Force Majeure events. An interruption in the Service shall not be considered a breach of SumTotal's obligations hereunder if: (i) SumTotal promptly takes all reasonable steps to restore the Service or (ii) the interruption in Service results from a Force Majeure event.

(b) If Customer engages in activity that is not a legitimate use of the product, such as security penetration tests, stress tests, spamming activity, or other activity for which the product is not intended and it affects other SumTotal customers, SumTotal may shut down Customer's service until such activity ceases, with such service interruption not being counted against the above availability measure.

8. Account Information and Data.

(a) SumTotal does not own any Customer Data. Customer, not SumTotal, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and SumTotal shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any data that result from Customer's actions. SumTotal is not responsible for restoring lost data or damage to Customer Data that results from Customer's actions. Customer hereby grants to SumTotal a non-exclusive, fully-paid and royalty-free license to reproduce, distribute, perform, display and otherwise use the Customer Data solely to provide the Service to Customer. Customer represents and warrants that: (i) Customer owns or otherwise has the right to grant the license set forth in this section for the Customer Data, and (ii) the Customer Data does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. SumTotal has the right (but not the obligation) to review any Customer Data and delete any Customer Data that in the sole judgment of SumTotal violates this Agreement; is prohibited content; is illegal; violates the rights, harms, or threatens the safety of any user or any other person; or creates liability for SumTotal, its Suppliers, or any user upon 30 days' written notice specifying the alleged default or violation if the default or violation is not remedied within the notice period.

(b) SumTotal will provide backups to the Service as follows: (i) an incremental backup will be conducted every day; (ii) a full weekly backup will be conducted every week; and (iii) a full backup will be conducted every month, which also serves as the full weekly backup for that week. At the end of each week, the backup tapes are sent off site and stored as follows: one month for daily backups and six months for weekly backups. SumTotal will use commercially reasonable efforts to perform restorations to the Service in the event of a service failure. SumTotal will respond to Customer requests for restoring files within one business day. SumTotal reserves the right to withhold backups of Customer Data without notice for any Customer breach, including, without limitation, Customer's non-payment.

9. SumTotal shall have the right to verify the number of Users, Registrations, and Unique Users accessing the Service under this Agreement, and in the case of Expense, expense reports processed per month. If an Overage is detected, SumTotal may invoice and Customer shall pay the applicable pro-rated Overage fees for such Overage for the period of such Overage. Once an Overage is detected, SumTotal may increase the total number of Users with access to the Service to include those Users added via the Overage, in which case the new total number of Users (the "Adjusted User Number") shall form the basis for the number of authorized Users with access to the Service for all remaining Payment Periods in the then current Subscription Term, as well as any renewal terms thereafter, unless otherwise mutually agreed upon in writing between the Parties. Customer will pay SumTotal for all Users added via such an Overage adjustment.

10. Return of Customer Data. In the event this Agreement is terminated, if Customer requests Customer Data within 30 days of termination SumTotal will make available to Customer an electronic copy of the Customer Data for an additional fee at SumTotal's then-current rates. After such 30-day period, SumTotal shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. SumTotal will not provide extracts of Customer data unless all amounts due and owing for the Service, including Committed Subscription Service Fee

for each Subscription Term, Setup Services Fee, Professional Services Fee, Overage fees, or any other fee or charge associated with Customer's use of the Service have been paid by Customer.

11. Representations and Warranties.

(a) Limited Warranty on Service. SumTotal represents and warrants, for the ninety (90) day period following the Service Start Date of this Agreement that the Service shall materially perform as represented in SumTotal's Published Documentation describing the Service. Customer's exclusive remedy for a breach of this warranty is the correction of any material reproducible Impairment to the features and functionality in the Service so that it materially conforms to this warranty. If SumTotal determines that it is unable to correct the Service after using commercially reasonable efforts to do so, then SumTotal's sole and exclusive obligation shall be to refund a prorated amount of the Committed Subscription Service Fee which has been actually paid for such Service; provided that Customer discontinues all use of the Service and certifies that it has done such. Except as set forth in Section 11(c) below, no other fees shall be refunded to Customer under this Agreement.

(b) Limited Warranty on Service Deliverables. For a period of 30 days following the delivery of a Service Deliverable ("Service Deliverable Warranty Period"), SumTotal warrants that the Service Deliverable, as provided by SumTotal during the Service Deliverable Warranty Period, will in all material respects conform to and perform in accordance with the mutually-agreed specifications, Customer must report any breach of the foregoing warranty to us in writing pursuant to Section 16(e) of this Agreement within the Service Deliverable Warranty Period. Customer's exclusive remedy for a breach of this warranty is the correction of any material reproducible nonconformity in the Service Deliverable so that it conforms to this warranty. If SumTotal determines that SumTotal is unable to correct the Service Deliverable after using commercially reasonable efforts to do so, then SumTotal's sole and exclusive obligation shall be to refund the fees actually paid for such Service Deliverable provided that Customer discontinues all use of the Service Deliverable and certifies that Customer has done such and have destroyed all copies in Customer's control.

COUNTRY OF RIVERSIDE


SUMTOTAL SYSTEMS LLC

By: _____
Authorized Signature

Printed Name

Title

Date

By: 
Authorized Signature

Anthony P. Amato
Printed Name

Chief Accounting Officer
Title

August 12, 2016
Date

FORM APPROVED COUNTY COUNSEL

BY:  8/12/16
NEAL R. KIPNIS DATE

**EXHIBIT A
PROFESSIONAL SERVICES**

This Exhibit sets forth the additional terms and conditions under which SumTotal will provide professional services in connection with the solution provided pursuant to this Agreement.

1. Performance of Services.

(a) Statements of Work. Each professional services project SumTotal undertakes shall be described in statements of work (each a "Statement of Work") setting forth the agreed upon the scope of the Statement of Work, Service Deliverables, estimated or actual pricing and any special payment terms and, if applicable, project schedule, Service Deliverables, and estimated delivery dates. Both Parties shall execute each Statement of Work and each is incorporated into this Agreement. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

(b) Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of SumTotal's services. Customer will, to the extent required in connection with the performance of SumTotal's services: (i) provide SumTotal with any necessary Customer materials; (ii) provide SumTotal with any necessary access to Customer's personnel, facilities or data; (iii) cause the appropriate personnel to cooperate with SumTotal as required for SumTotal to provide SumTotal's services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing.

(c) Place of Performance. If SumTotal's personnel, agents or representatives are required to travel to a location other than one of SumTotal's facilities, Customer will pay or reimburse SumTotal upon invoice for all reasonable travel expenses including airfare, ground transportation, lodging and meals for personnel required to travel. SumTotal will substantially adhere to Customer's travel policies attached hereto as Appendix 1., unless other agreements are made prior to undertaking a project. Services to be provided on-site at Customer's facilities will be scheduled in advance by agreement of each Party. Both Parties will use reasonable efforts to accommodate any requested change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. Customer will also reimburse SumTotal upon invoice for SumTotal's out-of-pocket expenses in connection with the performance of services as set forth in the applicable Statement of Work. At Customer's request, SumTotal will provide receipts or other reasonably satisfactory evidence of such expenses.

(d) Qualified Personnel. SumTotal will provide all services in accordance with current industry standards and practices using qualified personnel with the necessary skills, qualifications and experience to provide the Service Deliverables in accordance with the applicable Statement of Work. All personnel providing services will be SumTotal's employees acting within the scope of their employment and under obligation to assign all rights in the Service Deliverables to SumTotal, or will be independent contractors under written obligation to assign all such rights to SumTotal.

2. Services Payment Terms.

Customer will pay SumTotal for all undisputed services provided under a Statement of Work. Customer will pay SumTotal for time and materials projects at the then-current prevailing hourly rate set forth in a Statement of Work. Fixed fee rates, if applicable, shall be negotiated between Customer and SumTotal. Hourly rates are subject to change. SumTotal will invoice Customer on a time and materials basis at the end of each month at the billing rates set forth in the Statements of Work for work performed on each Statement of Work during the previous month. Such invoices will include a summary of all time expended for each personnel classification providing services during the month. Fixed fees shall be due upon execution unless otherwise stated in the relevant Statement of Work, except that fixed training fees, if any, shall be due upon completion.

3. Termination of Projects.

Customer may terminate any Statement of Work for any reason upon 30 days prior written notice to SumTotal. If any particular Statement of Work is terminated for any reason other than an uncured breach by SumTotal, after receiving 30 days prior written notice from Customer, then SumTotal shall deliver the work completed on the Service Deliverables then in process and be paid for all services performed through effective date of termination based on the actual time expended for time and materials projects. If the Parties agree upon a fixed price for Professional Services in a Statement of Work, in the event of termination SumTotal shall be entitled for prorated remuneration of the Professional Services actually provided. Such proration shall be calculated based upon actual effort expended by SumTotal through the date the termination became effective, but in no case shall exceed the original agreed-upon fixed price or the amount that would have been charged had the Professional Services been invoiced on a time and materials basis, excluding any exceeding or additional claims. Customer will not be entitled to any refund of amounts previously paid under a Statement of Work if Customer elects such early termination.

4. Changes to Service Deliverables.

(a) Changes to Project Scope. Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a statement of work shall result in a change order to such statement of work or a new statement of work. Any scope changes shall be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

(b) Changes to Non-functional Elements. Customer acknowledges that certain non-functional or aesthetic elements of the Services Deliverables such as screen displays and user interface design can vary greatly without impact on the functional or performance specifications. SumTotal will incorporate any nonfunctional or aesthetic elements specified in the Statement of Work into the Service Deliverables, and will work together with Customer in the design of such nonfunctional or aesthetic elements. If Customer wants to change the nonfunctional or aesthetic elements of any Service Deliverable which meets the functional and performance specifications and otherwise complies with the Statements of Work, then Customer agrees to compensate SumTotal at a mutually agreed price set forth in a change order or at SumTotal's then current hourly rates for any additional time required to make the nonfunctional or aesthetic elements of the Service Deliverables satisfactory to the specifications provided by SumTotal.

APPENDIX 1
TO THE
EXHIBIT A PROFESSIONAL SERVICES

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

| Subject: | <u>Policy Number</u> | <u>Page</u> |
|---|-----------------------------|--------------------|
| REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES | D-1 | 6 of 9 |

Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the

following:

- A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the county's interests;
- D. Attending county events;
- E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
- F. Attending meetings for which a meeting stipend is expressly authorized.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

Members of the Board of Supervisors and elective constitutional officers, as well as their employees, shall be exempt from Sections 2 through and including 10 of this Board Policy.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio.

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.**

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost.
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.
- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.

- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available. Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available; a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-

insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.
- B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter compensation model:
 - Meals: \$50.00 per day or portion thereof in travel status
 - Lodging: \$1,500 per month (prorated at \$50.00 per day)
 - Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

- A. By County Executive Officer or designee:

All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for the purpose of

professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. **By Department Head:**

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. **Format:**

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act (Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1). (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the

next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

Minute Order dated 01/21/75
Minute Order 3.3 of 04/29/97
Minute Order 3.3 of 10/16/01
Minute Order 3.8 of 04/08/03
Minute Order 3.7b of 05/02/06
Minute Order 3.3 of 04/10/07
Minute Order 3.2 of 07/21/09
Minute Order 3.7 of 09/15/09
Minute Order 3.9 of 08/10/10
Minute Order 3-11 of 02/26/13

**EXHIBIT B
CUSTOMER MAINTENANCE**

This Exhibit sets forth the additional terms and conditions under which SumTotal will provide customer maintenance services in connection with the Software licensed to Customer pursuant to this Agreement.

Customer Maintenance Contact Information:

SumTotal Systems Maintenance Web Site: www.sumtotalsystems.com/support (Note: Follow the instructions for submitting a technical issue or question to SumTotal Systems.).

The contact information in the url above and the information, policies and procedures posted on the url are current as of the date of this Agreement. SumTotal reserves the right to change its contact information, and the information, policies and procedures posted on the url from time to time upon notice to the Designated Contacts.

B1. Additional Definitions.

(a) **"Designated Contacts"** means the individuals designated by Customer and agreed to by SumTotal who are authorized to contact SumTotal's customer maintenance staff and who will coordinate all of Customer's Error submissions and maintenance requests.

(b) **"Error"** shall mean a reproducible defect in the Software when operated on a Supported Environment, which causes the Software not to operate substantially in accordance with SumTotal's Published Documentation.

(c) **"Error Correction"** means a modification or patch that brings the Software into substantial conformance with SumTotal's Published Documentation, or a procedure, routine or other information that enables Customer to avoid the practical adverse effect of an Error.

(d) **"Instance"** shall mean one or more SumTotal web application servers.

(e) **"Maintenance Release"** means an update to an existing version of the Software containing Error Corrections or minor functionality enhancements. A Maintenance Release is designated as a numbered service pack for the current version, with no change in the version number.

(f) **"New Version Release"** means a new version of the Software containing new features or enhancements to functionality. A New Version Release is designated by an increase in the version number, e.g. from 2.5 to 2.6 or 3.0. "New Version Release" only includes releases of the Software in a language included in Customer's License Configuration Order Form or Exhibit C.

(g) **"Primary Instance"** means an Instance in Customer's production environment containing Customer's live training, payroll, attendance or expense records.

(h) **"Secondary Instance"** means an Instance in Customer's testing environment used for testing or staging of Customer's data.

(i) **"Supported Environment"** means a hardware, operating system and database platform meeting the minimum system configuration requirements for the proper use and operation of the Software as set forth in SumTotal's Published Documentation.

(j) **"Maintenance Term"** means any period during which Customer is entitled to receive maintenance hereunder, including any renewals or extensions thereof.

B2. Maintenance Services.

(a) **"Standard Maintenance Provided."** During each Maintenance Term, SumTotal will provide the following maintenance, subject to the procedures and limitations described herein: (i) clarifying and assisting in the operation of the features and functions of the Software; (ii) clarifying SumTotal's Published Documentation; (iii) assisting in identifying and verifying the causes of suspected Errors; and (iv) providing Error Corrections. Such maintenance will be provided for the Primary Instance and Secondary Instance. During each Maintenance Term, Customer will have access to SumTotal's online Learning Portal located at <http://Learning.SumTotalSystems.com>. The Learning Portal provides the Customer with access to online learning, knowledge documentation, and tools that enable Customer to enhance Customer's knowledge of the Software and use the mobile and social learning features. SumTotal provides support on a worldwide basis; therefore, Customer Data may be accessed by SumTotal employees outside of the United States.

For purposes of clarity and the avoidance of doubt, it is hereby noted that the Maintenance Services as referenced above are only for Maintenance Services for the standard Service to which access is provided under the Agreement and not for any customizations which SumTotal has generated for the Customer; maintenance services for such customizations are subject to a specially designated and distinct maintenance fee for the support of such customizations. Such customizations can only be provided for the Hosted Subscription hosting environment and not for the SaaS hosting environment.

(b) **"Self Help Maintenance Resources."** Customer agrees that the users of the Software will first attempt to answer any questions or resolve any issues with respect to the operation of the Software by using the following self-help resources: (i) the Help function of the Software and (ii) SumTotal's customer maintenance web site.

(c) **"Contacting Customer Maintenance."** If Customer is unable to resolve an issue or question with respect to the Software using the self-help resources described above, the Designated Contacts may contact a customer maintenance representative to receive maintenance using one of the methods described below. SumTotal will provide maintenance only in English and only to the Designated Contacts. Any communication between the Designated Contacts and a customer maintenance representative must be in English. SumTotal will not provide maintenance to end users of the Software or to any person other than the Designated Contacts.

(i) Telephone Hot Line. SumTotal will provide telephone maintenance to the Designated Contacts as outlined at the following url - <http://www.sumtotalsystems.com/support/index.html> excluding SumTotal Systems holidays (the "Support Hours"). SumTotal will provide Customer with a list of SumTotal Systems holidays and any reduced maintenance hours on those holidays upon request.

(ii) Web Email Template. SumTotal will use commercially reasonable efforts to provide an acknowledgement to web email sent to "<http://www.sumtotalsystems.com/support>" within eight (8) business hours after SumTotal receive the email.

(d) Error Correction. When Customer reports an Error to SumTotal, Customer should include a detailed description of the Error and the severity level determined in accordance with Section B2(e) below. When SumTotal receives notice of an Error, SumTotal will assign a problem tracking number to be included in all correspondence between Customer and SumTotal related to the Error and after SumTotal's e-mail acknowledgement described in Section B2(c)(ii) above SumTotal will provide a response in accordance with the severity levels and response times identified in Section B2(e). Thereafter, SumTotal will use commercially reasonable efforts to provide an Error Correction. The Error Correction may require that Customer install the latest Maintenance Release for the supported version of the Software on which Customer reported the Error. An Error Correction may require multiple contacts and off-line research. The Error Correction, when completed, may be provided in the form of a Software patch consisting of sufficient programming and operating instructions to implement the Error Correction, which will be provided to Customer via email, download or other electronic means.

(e) Response Times. Our response to an Error depends on the severity of the Error and the level of maintenance purchased by Customer, as determined by Table B1. For each level of severity, SumTotal customer maintenance representatives will use commercially reasonable efforts to respond, during the Support Hours, within the times set forth in Table B1. Response time is the time from SumTotal's receipt of notice of the Error until SumTotal contacts the Designated Contact reporting the Error to begin resolution efforts, not the time to deliver an Error Correction. SumTotal will respond to an Error which arises in the Primary Instance at all severity levels set forth in Table B1. If an Error arises in the Secondary Instance, SumTotal will only respond according to the Severity 3 level response time, as set forth in Table B1.

(f) Additional Services with Premier Maintenance for the Primary Instance and Secondary Instance. If Customer has purchased Premier Maintenance, SumTotal will provide Customer with the following additional services for the Primary Instance and Secondary Instance: (i) a technical account manager responsible for proactively managing Customer's maintenance issues during the Maintenance Hours; (ii) an annual one-day visit by the technical account manager to Customer's location on a mutually-agreed date (travel and expenses not included); (iii) monthly usage reports detailing maintenance activity; (iv) review of relevant error corrections delivered to SumTotal's customer base; and (v) accelerated response times.

(g) Exclusions from Maintenance Program. SumTotal is not responsible or liable for causes external to the Software, including but not limited to: (i) Customer's failure to incorporate Maintenance Releases or New Version Releases; (ii) installation of the Software or any New Version Releases not in accordance with the documentation provided with the Software or New Version Releases; (iii) Customer's use of the Software with any software or hardware other than the Supported Environment; (iv) problems resulting from use of the Software in a manner not permitted pursuant to Customer's license; (v) modifications, alterations, or additions to the Software by Parties other than SumTotal (including without limitation, modifications, alterations, or additions to the Software made by Customer); or (vi) damage from any source other than SumTotal including but not limited to water, humidity, fire, power surges, computer viruses, and accidents ("Excluded Services"). Any maintenance or services required to fix the Excluded Services will be billed to Customer on a time-and-materials basis in accordance with SumTotal's then current rates. Such services shall be set forth on a mutually agreed upon Statement of Work and provided to

Customer pursuant to Exhibit A. Unless SumTotal is hosting the Software at its data center, this maintenance program does not include maintenance in connection with or correcting Errors arising out of or related to a database management server or a web server or any other third party component that is used in conjunction with the Software. SumTotal may, but are not required to, provide Error Corrections for such Errors at its then current time and materials rates. Maintenance does not include Software installation, configuration or services provided on-site at Customer's location. If SumTotal is required or requested to travel to Customer's facilities, any services will be provided at then current time and materials rates and Customer will reimburse SumTotal for all reasonable travel expenses, including meals and lodging. Maintenance does not include problems or errors in modifications to the Software SumTotal provides as a Service Deliverables pursuant to Exhibit A. Service Deliverables are provided with a warranty as set forth in Section 12 of this Agreement. SumTotal are not responsible for restoring lost data or damage to Customer's data base that result from Customer's actions. If Customer desires to purchase upgrade services or other professional services from SumTotal outside the scope of the maintenance in this Exhibit B, then SumTotal will provide such professional services to Customer for a charge as set forth in a mutually agreed Statement of Work pursuant to Exhibit A.

B3. Customer's Responsibilities.

(a) Supported Environment and Operations. Customer is responsible for undertaking the proper supervision, control and management of Customer's use of the Software including, but not limited to: (i) providing, maintaining and assuring proper configuration of the Supported Environment; (ii) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction; and (iii) maintaining a procedure external to the Software for reconstruction of lost or altered files, data and programs. This Section will not apply to Customer if SumTotal is hosting the Software at its data center.

(b) Assistance in Providing Maintenance. Customer will provide reasonable assistance to SumTotal in determining and resolving Errors Customer report. Error determination activities may include performing network traces, capturing error messages, collecting configuration information and other similar activities to allow SumTotal to reproduce the Error. Resolution activities may include access to Customer's personnel and/or remote access to the Supported Environment. Customer agrees to allow SumTotal to use remote access tools, with the participation and under the supervision of a Designated Contact, to access the Software in the Supported Environment and modify its configuration as part of its Error determination and resolution activities. SumTotal may not be able to provide Customer with an Error Correction without such remote access. Customer is responsible for performing activities to implement Error Corrections SumTotal provides and for responding in a timely manner to requests for information by its customer maintenance staff. Error Corrections may include changing, installing or reinstalling new or existing versions of web browser software or new components, or modifying processes. Any information Customer provides SumTotal in connection with the maintenance process that Customer designates as confidential will be used only to resolve reported Errors, will not be disclosed to anyone other than SumTotal personnel involved in resolving the Error. As part of SumTotal's Error resolution process, information Customer provides to SumTotal may be made available to its employees in foreign countries, unless Customer notifies SumTotal otherwise in writing when providing SumTotal with such information.

(c) Designation of Maintenance Contacts. Customer will designate up to the number of individuals specified in this Agreement as the Designated Contacts for receiving maintenance hereunder and notify customer maintenance of the Designated Contacts. Customer may change the Designated Contacts by notifying customer maintenance, but may not have more than the number of Designated Contacts set forth in Exhibit C at one time, unless otherwise agreed upon. Each Designated Contact may not be changed more than once in a 30-day period. All Designated Contacts must complete SumTotal's standard Designated Support Contact training to be certified by SumTotal in basic product knowledge prior to becoming a Designated Contact hereunder.

(d) Training. Customer is responsible for proper training of the Designated Contacts and all other appropriate personnel in the operation and use of the Software and the Supported Environment.

B4. New Releases of the Software.

If Customer has purchased access to the Service via the Hosted Subscription model, SumTotal will provide maintenance as described herein for the most current Maintenance Releases made with respect to the current New Version Release and the last two New Version Releases immediately preceding that release. If Customer has purchased access to the Service via the SaaS model, (i) SumTotal will implement any upgrades at SumTotal's discretion and on SumTotal's timeline. New Version Releases will not occur more than once every six (6) weeks, with the following exception:

- For the Payroll and HR module, SumTotal will provide maintenance as described herein for the current New Version Release and for the last New Version Release immediately preceding that release.

**Table B1
Severity Level and Response Times**

| Severity Level | Severity Level Description | ST Response |
|----------------|---|---|
| P-0 | <p>Complete Production Outage</p> <ul style="list-style-type: none"> • Production site is inaccessible and cannot be used | SumTotal will work on the outage until the production site is accessible. |
| P-1 | <p>Production environment does not function</p> <ul style="list-style-type: none"> • No workaround is available • Critical and significant number of users are affected, and • There is a critical business impact | SumTotal will triage and work on the issue as a critical priority and work towards providing a workaround solution, a hot fix or schedule the fix for a roll up patch dependent on the impact and nature of the issue. |
| P-2 | <p>Production environment is operational</p> <ul style="list-style-type: none"> • A workaround is available • Significant number of users are affected, and • There is a major business impact | SumTotal will triage and work on the issue and work towards providing a workaround solution or schedule the fix for a roll up patch, maintenance pack or service pack, dependent on the impact and nature of the issue. |
| P-3 | <p>Environment is operational</p> <ul style="list-style-type: none"> • Minor application issue, or • Cosmetic issue, or • Documentation questions, or • Product feedback or enhancement requests | SumTotal will identify a potential future delivery date in a future release. |

Response Times:

| Standard | | Premier | |
|----------------|------------------|----------------|------------------|
| Severity Level | Initial Response | Severity Level | Initial Response |
| P-0 | 1 hour | P-0 | 1 hour |
| P-1 | 4 hours | P-1 | 1 hour |
| P-2 | 8 hours | P-2 | 4 hours |
| P-3 | 2 days | P-3 | 8 hours |

**EXHIBIT C
STATEMENT OF WORK NO. 1
PROFESSIONAL SERVICES**

This Statement of Work No. 1 ("Statement of Work") is effective September 1, 2016, by and between County of Riverside ("you", "your" or "Customer") and SumTotal Systems LLC (a Skillssoft Company) ("we", "our", "us" or "SumTotal").

This Statement of Work is subject to all the terms and conditions of the Master License Agreement between County of Riverside and Skillssoft Corporation, parent company to SumTotal Systems LLC dated December 31, 2014 ("Agreement") and the Professional Services Exhibit A to the Order Form Number Three between County of Riverside and SumTotal Systems LLC dated September 1, 2016.

1.0 Overview and Scope

SumTotal is pleased to submit this Statement of Work in response to customer request for our professional services to implement the SumTotal Learn system, Winter 2016 version, via a packaged approach. Any additional information or changes to the information provided herein may require revision of the estimated level of services effort required to complete the activities and could be subject to a change order. If the Customer fails to satisfy stated requisites or assumptions in this SOW, a change in scope, time, and budget may result in a change order.

The scope for this Statement of Work is listed below. Any components outside of what is listed below will result in a change order.

2.0 Project Scope – SumTotal Learn Enterprise Implementation

| SumTotal Base Platform Implementation | |
|--|---|
| Base Platform Implementation – Simple Package | <p>Configuration Validation Session - SumTotal will conduct one, four-hour virtual session that will walk the implementation team through the default configurations for implementing SumTotal Core. We will provide you with a Configuration Workbook that outlines the system configuration settings based on standard best practice usage. Your resources staffed during the session will be very knowledgeable about your learning business model and empowered to make decisions on behalf of their respective learning organizations.</p> <p>Core Objects Include:</p> <ul style="list-style-type: none"> • Organization Structures - including domains • Jobs • Users • Competencies/Skills/Behaviors • Security • Branding/Theming • Portal Configuration with basic out-of-the-box widgets <p>This virtual workshop is in addition to your base platform configuration activities and is intended to predefine data feed and branding requirements.</p> <p>System Configuration - SumTotal will provide consulting assistance to configure the system based on the final Configuration Workbook created during the additional module(s) configuration workshop(s) and conduct a virtual walk through with you to review the configured forms. During this walk-through, we will note any tweaks that need to be made to the configuration and implement those changes. Configuration will be limited to the following functional areas:</p> <ul style="list-style-type: none"> - One iteration of changes - Configuration of Home Dashboard - No menu/icon changes - Changes to settings for password rules/notifications - No customer defined demographic fields - No Custom Dashboard Home Pages - One Organizational Hierarchy - Four Standard Security Profiles (Employee, Manager, HR Manager, Administrator) - Talent Profile Configuration includes basic show/hide sections, no field level configuration - No Talent Profile Approval Workflows - Includes customer-provided logo file upload (logo displayed on top left of application) - Portal configuration with basic out-of-the-box features enabled. A brief review of these options will be addressed during the implementation based upon the standard web parts. The standard landing page will be configured. Additional tasks and advanced configuration outside the basic use of this module are out of scope. - No widget changes <p>User Data Import Configuration and Consulting- SumTotal will provide up to 20 hours of consulting services to assist with the setup of the standard data-synchronization import of standard user demographic fields. Includes ability to associate the customer defined fields mentioned above with the data import batch jobs. The data</p> |

synchronization application will be dependent on the creation of data files from customer's Internal user database into a file format specified by us. Customer is responsible for providing clean and validated data from their system of record (one single source is assumed). SumTotal will provide direction on the expected formatting of the files and configuration options. This will be a 'batch file' data synchronization application process. Customer will develop and modify any extracts required from their systems to provide the expected files. SumTotal effort is limited to two iterations of file loading and testing.

Customer Testing/Validation- SumTotal will provide remote consulting assistance during customer's User Acceptance Testing (UAT) period to provide coordination and liaison between SumTotal and customer's test team. This effort assumes customer will conduct two rounds of UAT testing with a maximum of one week duration for each round of testing. Additional rounds or weeks of testing may require additional effort. Customer is responsible for producing all UAT documentation including test scripts and the completion of testing during UAT. SumTotal will review the scripts for completeness and relevance.

Post Go Live Services - SumTotal will provide up to 4 hours of phone/email-based, consulting support during the initial two weeks after go-live, to support your administrator.

SumTotal Learn Implementation:

SumTotal Learn Implementation - Moderate Package

Engagement Management - SumTotal will provide remote part-time engagement management throughout this phase of the implementation of the SumTotal Learn Enterprise system. Our Engagement Manager will:

- Host a project kick-off call
- Provide overall project stewardship
- Create and manage a detailed project plan for SumTotal tasks outlined herein
- Identify and manage SumTotal team issues, risks and action items
- Prepare weekly status reports and review them in weekly project review meetings with you
- Manage the transition to the SumTotal Customer Support process after the go-live of your project
- Initial escalation point for project timeline, resources and budget

This moderate package assumes an estimated 4-6 hours per week is allocated for engagement management over 10-12 weeks for this module. Should the project run longer, a change order may be required.

Functional Scope - This moderate package (consulting support, project duration, Customer effort, etc.) is based on Customer using a moderate level of the LMS functionality, including all basic functionality and a limited amount of the advanced LMS functionality (e.g. 2-4 of the advanced topics listed below). Although all LMS functionality is included in the system and documentation available to Customer, Customer has not requested more extensive use of advanced features. If customer desires additional assistance with advanced features that can be provided via a Change Order or later SOW at any time in the future.

- Continuing Education
- e-Signature/Auditing
- Extended Enterprise
- Certification rules
- Curricula with registration tracks
- Tying learning to skills/competencies
- On the Job Training
- Observation Checklist
- Training Plans
- Make-up structures
- Supplemental Data/Metadata
- Development Plans
- Proxy
- Non-Standard Virtual Classroom
- Dual Authentication

Add-on packages are available for implementing the following LMS functionality, which are not included in this Moderate package:

- Versioning
- E-Commerce (additional services required)
- Remote Content Servers
- Social
- Mobile

Configuration Workshop - SumTotal will conduct one workshop that will walk the implementation team through critical business configurations for implementing the SumTotal Learn Enterprise system via a 2-day session or up

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| | <p>to 4, four-hour virtual sessions. SumTotal will review the standard configuration options with you, answer questions and make recommendations based on your business requirements. Your resources staffed during the configuration workshop will be very knowledgeable about your learning business model and empowered to make decisions on behalf of their respective learning organizations. We will document all configuration decisions made during the workshop and present such decisions in a Configuration Workbook which will be shared with you for approval.</p> <p>NOTE: Customer attendees will need to complete SumTotal Learn Enterprise Product Orientation training via the SumTotal Customer Community prior to attending this workshop. This training is self-paced and your SumTotal Engagement Manager will direct you to the appropriate site and links.</p> <p>System Configuration - SumTotal will provide consulting services to assist the customer in the configuration and testing of the Stage and Production environments as per the agreed Configuration Workbook. Customer will be responsible for User Acceptance Testing ("UAT") of all configurations within the SumTotal Learn Enterprise system.</p> <p>Functional and Technical Consulting - During the course of the implementation, SumTotal will provide up to 56 hours of functional and technical assistance as the customer leverages standard functionality to further support their business requirements. Examples of this consulting may include: assistance with configuring Learning Activities and structures; content migration; system troubleshooting; or Skillssoft OLSA integration. This consulting may be done via formal or informal sessions.</p> <p>SumTotal Learn Essentials Online Course -The Essentials course is a series of six self-paced interactive e-learning modules. These modules are required pre-learning for the Expanded Essentials. Modules include: <i>Quickly Create a Class, Make your Training Engaging, Target your Learners, Location, Location, Location, Empower your Managers, and Exciting Your Executives</i> and cover basic course design, use of audiences, adding documents and SCORM courses, scheduling course resources, manager functionality, and creating complex course structures. You will have access to a training environment to complete all activities and create your own solutions to common training issues.</p> <p>Advanced Reporting Consulting - SumTotal will provide up to 8 hours of remote part-time Advanced Reporting consulting support in the form of providing best practice guidance around the usage of Advanced Reporting, assistance for issue investigation during customer testing and assistance for answering questions your team may have during their development of new reports.</p> <p>Prerequisite: All Customer reporting authors must complete the following training prior to the start of the Advanced Reporting consulting listed in this section. Registration and details are found on the SumTotal Customer Portal:</p> <ul style="list-style-type: none"> • Advanced Reporting Author Training. • Advanced Reporting Enterprise Learning Data Model Curriculum training. • Advanced Reporting Enterprise Learning Domain Creation Certification. • Developing Reports with JasperSoft Studio. This is a 3rd party training course that is offered directly by JasperSoft, the vendor of the core reporting engine used in the Advanced Reporting module, for a separate fee per attendee. JasperSoft Studio training is only required as a prerequisite if Customer plans to utilize Advanced Reporting for the building of complex reports. <p>User Acceptance Testing Support - SumTotal will provide remote consulting assistance during customer's User Acceptance Testing (UAT) period to provide coordination and liaison between SumTotal and customer's test team. This effort assumes customer will conduct one round of UAT during a two-week period, and a second, one-week round of UAT to validate any modifications resulting from the first round of UAT. Additional rounds or weeks of testing may require additional effort. Customer is responsible for producing all UAT documentation including test scripts and the completion of testing during UAT. SumTotal will review the scripts for completeness and relevance.</p> <p>Pre Go Live Services - SumTotal will provide up to 6 hours of remote consulting support prior to launching the system to your users.</p> <p>Post Go Live Services - SumTotal will provide up to 12 hours of remote consulting support during the initial two weeks after go-live, to support Customer's administrator.</p> |
| <p>Process Workshop</p> | <p>SumTotal will conduct one 3-day onsite workshop to map your existing learning processes to the SumTotal Learn Enterprise system. We will conduct an analysis of the Requirements Analysis Survey Report, completed by you prior to workshop. During the workshop we will review your current workflows and scenarios. We will document our findings after the Process Workshop in a Process Analysis report that will include:</p> <ul style="list-style-type: none"> • Goals and Critical Success Factors • Pain Points and Gaps • Current Customer Processes around Learning • Customer Roles • Process Gaps • Functionality Gaps • Future Considerations • Action Items • SumTotal Recommendations |
| <p>Data Extraction and Migration from Skillssoft to SumTotal</p> | <p>SumTotal will extract data from your existing Skillssoft system via extraction scripts based on the approved data migration workbook. SumTotal will load the information pertaining to the training completions that are in the database as part of the</p> |

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| ELMS | <p>project. This is accomplished by using our Training Migration Utility (TMU). You will be required to do the actual loading of all content (i.e. the on-line course). The Training Migration Utility only updates the information in the database.</p> <ol style="list-style-type: none"> The following approach will be followed: <ul style="list-style-type: none"> Develop extract scripts to extract data from Skillsoft based on the mapping provided as part of the data migration workbook. The extracted data will be in ELMS TMU acceptable format. ELMS TotalIntegration tools (DSU and TMU) will be used for importing data into LMS. The content will need to be re-uploaded manually by Customer, and is not considered in scope of this estimate. Only ELMS DSU and TMU supported data will be migrated. At a high level, these would include: <ul style="list-style-type: none"> User data Training Data (Completions, completion dates, registrations, test scores, field of study, etc.) Activity data (classes, courses, sessions, activity parent-child structures, activity properties, CEU and CPE hours) Reports, content and data not supported by ELMS TotalIntegration tools will not be migrated. As part of this migration task, only data will be migrated. No changes will be made to Skillsoft, ELMS, or to the TotalIntegration tools as part of this task. For estimation purpose, it is assumed that your Skillsoft data would be migrated without any filtering. If Customer requires only certain data filtered by condition(s), then the scope and efforts would vary. |
| Training Service – SumTotal Learn Expanded Essentials | <p>The Expanded Essentials course is a nine-hour (three three-hour sessions) virtual webinar led by one of our knowledgeable trainers. The course is broken into seven smaller units: <i>Share Your Executive Training Experience, Hit a Bull's Eye: Training Plans, Graduate to Certifications, Get an A: Grading and Completion, e-mail Me: Notifications, Acing the Test: Quick Assessments and Evaluations, and Sharing Solutions.</i> This course will make you a partner in solving more complex training problems including how to create more complex training structures, set registration and grading options, use notifications to communicate effectively and efficiently with your learners, create and use assessments to test your learners, and evaluations to improve your training. The course will wrap up with a discussion of your solution to a more complex training issue.</p> <p>The training will be provided in a train-the-trainer mode. You are expected to provide any additional and/or end-user trainings.</p> <p>Includes five seats in our public class.</p> |
| Single Sign-on Implementation Package | <p>SumTotal will provide up to 16 hours of remote technical consulting to help you setup standard Single Sign-On methods supported out-of-the-box SumTotal SSO broker. Customer will be responsible for all configurations and certificates within their network.</p> |
| TotalVersioning Implementation Package | <p>SumTotal will provide remote consulting assistance towards the implementation of TotalVersioning within customer's SumTotal Learn system. The TotalVersioning Implementation Package includes the following:</p> <ul style="list-style-type: none"> Engagement Management <ul style="list-style-type: none"> One 4-hour virtual orientation session for up to 8 students on TotalVersioning that covers overview, key configuration options and associated functionality. Up to 2 iterations of compliance training configuration using TotalVersioning within customer's organization. Up to 8 hours of functional consultancy on the usage of TotalVersioning |
| Historic Learning Data Migration | <p>SumTotal will provide up to 64 hours of remote engagement management and technical consulting services towards historical training data migration. We will configure our standard training data migration utility (TMU) that will read from a set of pipe delimited flat files in a format specified by us, prepared by customer, from a single data source.</p> <p>Training information we migrate will include:</p> <ul style="list-style-type: none"> Scheduled Instructor Learning Training (ILT) activities (completed, in progress, registered/not started, and/or cancelled) and any web-based activities having links to external systems. Inactive Web Based training activities for historical data can also be imported as shell courses, however, the web-based content for active courses needs to be loaded separately by you through the ELMS user interface. The bookmarking of web-based content may not be possible upon re-launch of these courses in ELMS. <p>Examples of the information that will be within these files: employee number (or some other unique employee identifier), course name, course code (unique identifier), date offered, instructor, location, cost, course completed /missed. It is customer's responsibility to create, cleanse, and merge the data from their data source in the multiple files according to the format we specify.</p> <p>Effort assumes one data source with a maximum of 5 years of data or 100,000 historical training records. If more than one data source or more than 100,000 historical data records, additional scoping required</p> |
| Additional Engagement Management Services | <p>Provider will provide up to four (4) additional weeks of Engagement Management services during this project. Services will include continuation of standard Engagement Management services and deliverables as described in the above task. Should project extend past an estimated 16 weeks, additional scope and fees may be required.</p> |
| Configuration Workshop Delivery – extend time | <p>Provider will provide one additional day of SumTotal Learn Configuration Workshop for up to three people.</p> |
| Additional Functional and Technical Consulting Services | <p>Provider will provide up to 100 hours of additional functional and technical consulting services. Included in these services will be support for:</p> <ul style="list-style-type: none"> Additional Historic Data Migration support Additional time in support of Pre- and Post-go live services Other functional and technical services as needed. |

3.0 Professional Services Fees

All fee related tasks listed in the table below are based on discussions with you. During the project, additional effort by Customer may be requested to the project tasks in this Statement of Work. Customer will be notified of the impact to budget and/or timeline and all reasonable efforts will be made to manage expectations to work towards a mutually successful implementation.

Actual reasonable and out-of-pocket expenses and tax are not included herein and will be invoiced separately. If travel is required for the performance of this Statement of Work, the expenses will be limited as deemed necessary to the implementation of this project and reimbursed at cost by you. Customer's travel standards and practices will be substantially applied to any travel required under this Statement of Work. SumTotal will seek prior approval before booking any travel and any expenses incurred under this SOW shall not exceed \$10,000. To assist you in budgeting for this Statement of Work, we are able to provide the following budgetary guidance as listed in below:

| Project Task | Fixed Fee Cost \$ (USD) |
|--|-------------------------|
| Base Platform Implementation - Simple Package | \$11,088.00 |
| SumTotal Learn Implementation - Moderate Package | \$80,640.00 |
| Process Workshop | \$22,176.00 |
| Data Extraction and Migration from Skillsoft to SumTotal ELMS | No Cost |
| Training Service - Learn Enterprise Expanded Essentials - Public class | \$10,000.00 |
| Single Sign-on Implementation Package | \$4,032.00 |
| Total Versioning Implementation Package | \$16,128.00 |
| Historic Learning Data Migration | \$16,128.00 |
| Additional Engagement Management Services | \$6,048.00 |
| Configuration Workshop Delivery – extend time | \$6,048.00 |
| Additional Functional and Technical Consulting Services | \$25,200.00 |
| Fixed Fee Total: | \$197,488.00 |

*Table does not include Travel Expenses.

All professional services to be performed by us will be invoiced as fixed fee and are included in the Payment Period One in Order Form Number Three dated September 1, 2016. Further, such fixed fees are due in accordance with Order Form Number Three. Any future or additional work will be subject to the then standard professional services hourly rate

4.0 Modifications to the Statement of Work

Any project scope and schedule changes will be addressed through the Change Order (the "Change Order") process. Any changes will be documented, reviewed, and mutually agreed upon by both parties. The Change Order shall document the scope of work and a fee estimate. Implementation of the change shall be factored into the initial project plan and a modified completion date for the project will be detailed, if necessary.

5.0 Assumptions

Customer shall assign a project manager to this Statement of Work. This project manager will act as the central point of contact for the Professional Services that we will render for this Statement of Work. Customer Project Manager will coordinate customer resources, ensure that customer assignments are understood and completed on-time, confirm and communicate project activities, validate that customer anticipated deliverables are within the scope of this Statement of Work, and escalate issues as needed.

Scheduling for any professional services to be performed will be based upon a first come first serve basis and will be mutually agreed upon by the parties prior to the commencement of the Professional Services hereunder.

We will provide services during regular business hours (8:30 a.m. to 5:00 p.m.), not to exceed forty (40) hours per person per week, Monday through Friday, except legal holidays ("Business Hours"). The customer will support SumTotal's holiday schedule.

The performance of this Statement of Work involves activities to be performed by both parties. If we do not receive customer deliverables as scheduled, then our ability to complete this Statement of Work in a timely manner will be jeopardized. We will notify customer, should this occur, of the potential impact with regards to additional expenses and/or subsequent schedule changes.

The branding services which we provide will be limited to replacing the logo. Any other branding requirements will need to be defined further and is not included in this Statement of Work.

All communications and discussions related to the scope of this Statement of Work will be conducted and completed in the English language.

SumTotal will host the system (both Stage and Production) as per the associated Master Agreement. SumTotal setup and/or hosting fees related to SaaS, Auditing and/or Validation are not included herein.

Services and documentation will be delivered following SumTotal standard methodologies and templates.

The standard base 'out-of-the-box' system and reports will be implemented.

Unless explicitly listed above, data migration, validation, cleansing, etc., including but not limited to migrating data from any other system is out of scope of this Statement of Work. SumTotal expects that the customer will only migrate data in valid form according to our specifications.

Customer is responsible for all User Acceptance Testing (UAT) documentation (i.e. test plans, test cases, scripts, and scenarios) and the development and the execution of all testing in relation to UAT.

The scope defined in this Statement of Work stands alone to be delivered without dependency on any future functionally defined or to be added to the product roadmap.

All workshops will cover one single global processes and configurations for online courses and instructor led courses only.

The project is delivered in big-bang approach (one go-live) and is based on expected duration stated above from project start to end.

Customer will be responsible for all online content development, testing and association to their learning activities.



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

PR2016-04364
Tracking Number for Internal Use Only

716

| | |
|---|--|
| REQUESTED PURCHASE: SKILLSOFT, SUMTOTAL LMS (SAAS) | |
| DEPARTMENT/AGENCY: HUMAN RESOURCES | |
| CONTACT NAME/PHONE: DENISE R WALKER | |
| PURCHASE REQUEST: <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT | |
| PURCHASE TYPE: <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL | |
| DESCRIBE REQUESTED PURCHASE | In December 2014, the Human Resources Department conducted a competitive bid process (3-24 RFP HRARC-060, H-11 APPROVAL # PR2014-001780, BOS Approved 1-6-2015) to obtain library of online courses and the supporting learning management system. <u>We are seeking approval to amend our current agreement with Skillsoft to include licensing for 28,000 learners to utilize Skillsoft's SumTotal Enterprise Learning Management System (LMS).</u> Skillsoft's LMS is the integrated backbone currently supporting the delivery of online content now available on COR Learning Online website. |
| BUSINESS NEEDS ADDRESSED | <p>The County's on premise LMS system, Training Partner, implemented in 2007, has reached end of life, according to both the vendor, Geometrix, and as evidenced by frequent system freezes requiring resets. We are hard pressed by the current unstable platform, and need a replacement quickly to support projects including EPIC, Information Security and Disaster Service Worker training. Skillsoft's SumTotal Learning Management System (LMS) is cloud based and will serve as an enterprise system. In addition to utilization by COR Learning, the Sheriff's department, RUHS, and DPSS have expressed interest in utilizing the new system. Key benefits include:</p> <ul style="list-style-type: none"> • Reduce overall cost of ownership eliminating the cost of maintaining existing outdated duplicate systems currently used by some Departments. • Creates a single repository for employee learning data that seamlessly integrates with existing Skillsoft platform, PeopleSoft, and other Talent Management and Payroll systems to provide an enterprise system that is flexible and customizable to support diverse department needs. • It allows for multiple domains/portals to be created allowing each department greater control and customization to meet their own training needs; while still remaining housed in one enterprise system tracking all training. • Sumtotal's LMS can easily integrate multiple systems, as well as manage training from multiple outside vendors. • The system will support setting up processes to allow Non-county employees to gain access to needed training. • Online payments is a standard function, allowing departments to charge for learning activities, set up late fees and no show fees, connecting the system directly to their billing processes. • Ongoing support, 24/7, without extra cost. |
| ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> UNKNOWN DPSS and PH have duplicate of old system Geometrix Training Partner. This would make it possible to consolidate those systems should the Departments decide to do so. |



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

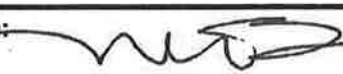
Tracking Number for Internal Use Only

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|---|---|
| BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business | BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies |
|---|---|

| ACCOUNTING STRING - Completed by transitioned Departments Only | | | | | | | |
|--|--------------------|-----------------|--------------------------|--------------------|------------------|------------------|-----------------------------------|
| Used for pass-thru purchases processed by RCIT | | | | | | | |
| % Billed | Account (6 digits) | Fund (5 digits) | Dept. ID (6 - 10 digits) | Program (5 digits) | Class (5 digits) | Grant (9 digits) | Customer Project Code (10 digits) |
| 100 | 527860 | 10000 | 1130100000 | | | | |
| | | | | | | | |
| | | | | | | | |

| BUSINESS RISKS | | | | | | | | | | | | | | | | |
|---|---|-----------|---------------|-----------|----------------|--|-----------|---------------------------|--|--|-----------------------------|--|-----------|-------|--|--|
| ALTERNATIVE SOLUTIONS | 1. [Identify if any other Solution] 2. [Solution] 3. [Solution] | | | | | | | | | | | | | | | |
| TRANSACTION | <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____ | | | | | | | | | | | | | | | |
| PURCHASE COSTS Hardware: \$ Software: \$ Labor: \$ Total Cost: \$ 709,808 | COST BENEFIT ANALYSIS <table border="1"> <thead> <tr> <th></th> <th>CURRENT COSTS</th> <th>NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td></td> <td>\$207,488</td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td></td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td></td> <td>\$167,440</td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table> | | CURRENT COSTS | NEW COSTS | Implementation | | \$207,488 | One-time (i.e., upgrades) | | | Ongoing (i.e., maintenance) | | \$167,440 | Other | | |
| | CURRENT COSTS | NEW COSTS | | | | | | | | | | | | | | |
| Implementation | | \$207,488 | | | | | | | | | | | | | | |
| One-time (i.e., upgrades) | | | | | | | | | | | | | | | | |
| Ongoing (i.e., maintenance) | | \$167,440 | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | | |

3 yrs. including \$10K in travel, per Badan Kamau 7/15/16 SBang

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| Departmental Fiscal Review (Optional): | Date: |
| Department Head Signature:  | Date: 7/5/2016 |



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

Tracking Number for
Internal Use Only

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|---|--------------|
| RCIT RECOMMENDATION – for purchases and renewals under \$100,000 | |
| Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Purchases that are not recommended will be reviewed by TSOC upon request) | |
| By: <i>[Signature]</i> | Date: 7/5/16 |
| Chief Information Officer Signature: | Date: |
| RCIT explanation for purchases that are not recommended: | |
| | |

| | |
|--|--------------|
| TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals | |
| Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| TSOC Chair Signature: <i>[Signature]</i> | Date: 7/6/16 |