

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

333



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
March 23, 2010

SUBJECT: Agreement with Planview, Inc to provide consulting services to perform an upgrade to Planview Project Portfolio Management software, without seeking competitive bids

RECOMMENDED MOTION:

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # AA-01574 with Planview Inc for the period of March 23, 2010 through August 31, 2010 for an amount not to exceed \$54,000, without seeking competitive bids.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds
Patricia Reynolds, Assistant Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 34,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 1,945	Budget Adjustment:	No
	Annual Net County Cost:	\$ 1,144	For Fiscal Year:	09-10

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 54.23% State Funding: 33.80%; County Funding: 5.72%; Realignment Funding: 5.65%; Other Funding: .60%	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 23, 2010
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.32

PURCHASING: *[Signature]*
 County Purchasing Department
 DEPARTMENTAL CONCURRENCE
 BY: *[Signature]* 3/24/10
 NEAL R. KIPNIS
 County Counsel
 DEPT'T RECOMM.:
 PER EXEC. OFC.:

TO: BOARD OF SUPERVISORS

DATE: March 23, 2010

SUBJECT: Agreement with Planview, Inc to provide consulting services to perform an upgrade to Planview Project Portfolio Management software, without seeking competitive bids

BACKGROUND (Continued):

Planview, Inc. provides a suite of project management software - Project Portfolio Management (PPM). DPSS selected Planview through DPARC-018 in FY 05/06. Planview was found to be the most responsive of seven responders.

DPSS plans to upgrade to the most current version of PPM, v10.x. This upgrade will allow DPSS to better manage its IT projects and resources, while simplifying and improving the utilization of PPM.

DPSS requires Planview's services to successfully install and implement this upgrade. Planview will install PPM version 10, implement DPSS customizations in the version, and train DPSS staff on the new version.

Price Reasonableness - This contract is fixed price. However, Planview based its costs on a daily consulting rate of \$1,600. This is less than the rate of \$1,800 per day quoted in their response to DPARC-018.

The price to upgrade our existing software is considerably less than replacing Planview with a new product. In response to DPARC-018, the price purchase of a new software suite ranged from \$110,112 to \$216,240. The original purchase price for Planview plus the upgrade would be \$164,112, which is less than the price of the next lowest bidder to DPARC-018, which was \$170,000.

Also, all travel and expenses will be billed according to Board Policy D-1.

FINANCIAL:

Federal Funding: 54.23% State Funding: 33.80%; County Funding: 5.72%;
Realignment Funding 5.65%; Other Funding: .60%

ATTACHMENT(S):

Agreement: AA-01574 with Planview Inc.

CONCUR/EXECUTE – County Counsel/County Purchasing

SL:BT

Date: March 1, 2010

From: Patricia Reynolds, Assistant Director of the Department of Public Social Services

To: Board of Supervisors

Via: Purchasing Agent

Subject: Request for a Sole Source Procurement

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

Supply/Service being requested:

Project Portfolio Management (PPM) Consulting Services to upgrade PPM to version 10.x.

Supplier being requested:

Planview Inc

Alternative suppliers that can or might be able to provide supply/service:

None have been identified

Extent of market search conducted:

Internet search for vendors providing consulting on Planview

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

Planview Inc. is the developer of PPM, which is a proprietary software package. As such, they are uniquely qualified perform this software upgrade.

Planview is DPSS' awarded contractor to provide a project management suite. Planview was awarded a contract in response to RFP DPARC-018 in FY 05/06. Planview was found to be the most responsive of seven responders.

Additionally, Forrester Research, an independent technology research company, released a report in December 2009 reviewing 14 PPM vendors. Forrester identified Planview as one four best solutions on the market. Planview's core functionality and employees were rated the highest of the 14 vendors.

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

A successful upgrade would assist DPSS to better manage its IT projects and resources, while simplifying and improving the utilization of PPM. This will result in greater productivity for DPSS IT staff.

Price Reasonableness:

Total cost of this contract is not to exceed \$54,000.

While this contract is fixed priced, Planview based its costs on a daily consulting rate of \$1,600. This is less than the rate of \$1,800 per day they quoted in their response to DPARC-018.

Travel and expenses will be billed according the Board Policy D-1.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No. DPSS already has annual maintenance agreement with Planview to support this software



Department Head Signature



Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove



Purchasing Agent



Date

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

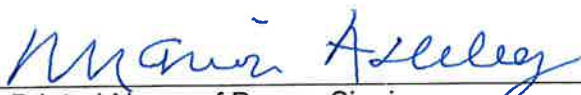
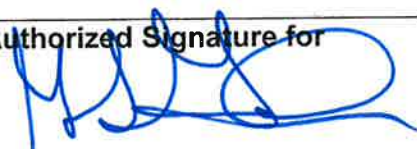
SERVICES CONTRACT: AA-01574
CONTRACTOR: Planview Inc.
CONTRACT TERM: March 23, 2010 through August 31, 2010
MAXIMUM REIMBURSABLE AMOUNT: \$54,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to contract to provide consulting services to upgrade and configure Planview Project Portfolio Management software to version 10.x;

WHEREAS, Planview Inc. is qualified to provide said services:

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

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

Authorized Signature for County: 	Authorized Signature for 
Printed Name of Person Signing: Marion Ashley MARION ASHLEY	Printed Name of Person Signing: Gregory S. Gilmore
Title: Chairman	Title: President and Chief Operating Officer
Address: 4080 Lemon St Riverside CA 92501	Address: Planview Inc. 8300 N. Mopac Suite 100 Austin TX 78759
Date Signed: MAR 23 2010	Date Signed: 3/23/10

ATTEN:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS DATE

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "PPM" refers to Project Portfolio Management.

II. PROJECT OBJECTIVES

A. Detailed Configuration Review

Contractor will conduct interview/workshop session(s) with the key personnel necessary to confirm and document:

1. Conduct a process review and detailed configuration walk-through of that process in the current PPM configuration.
2. Conduct a working session to review and confirm open issues identified by the PPM user community.
3. Conduct configuration analysis against the issues list to identify necessary configuration changes to eliminate issues.
4. Confirm desired usage model and requirements and identify configuration changes required to meet the key challenges and support the desired approach.
5. Create a Findings and Recommendations document detailing the results of the activities above.

B. Migration Assessment

1. Contractor will perform a migration assessment session with Client's Planview administrators and key core team members to review and confirm the current PPM implementation including: configuration usage, technical environment and operational readiness, reports to be migrated, existing customizations, integration points with external systems.
2. Determine impact to the user community relative to process change and enablement requirements.
3. Develop a Migration Assessment Summary report detailing findings and recommendations.

C. Technical Upgrade

1. Installation of Planview Enterprise 10.x in
 - a. a single WEB and APP server environment for Test
 - b. a single WEB and APP server environment for Development
 - c. a single WEB and APP server environment for Production
 - d. a single WEB and APP server environment for Training
2. Installation of Microsoft Project Connector in each environment.
3. Installation of applicable Service Packs and Hot Fixes published on www.planviewdirect.com up to 3 days prior to the date of installation in each environment.
4. Application of a key disk which includes all Planview, purchased by Client in effect and good standing at the time of installation in each environment.

5. Off site migration test of the Client Production transactional and datamart databases to the Planview Enterprise version specified above.
 6. Copy migrated database into the production, test, training and development environments.
 7. Technical Validation that all components are installed and are operational in each environment.
 8. DPSS resource will perform the work under the guidance and instruction of the Planview Technical Resource.
 9. Administration Gap Training
Contractor will train the core Planview administration team on the new features and changes between the current version and version 10.x to enable them to administer the new environment, and to support data validation and or configuration adjustments as needed to support the confirmed configuration usage model.
- D. Prototype and Confirmation of New Configuration
1. Contractor will conduct iterative configuration sessions to re-design and update the DPSS configuration with the changes identified in the Findings and Recommendation Document.
 2. Iterative sessions will consist of:
 - a. Solution configuration.
 - b. Client validation of the solution iteration.
 3. Contractor will conduct a detailed walk-through and confirmation of the configuration with core team and make any final adjustments necessary.
 4. Contractor will update the production configuration to match the approved prototype design modeled in the development environment.
- E. Training
1. Create a customized training database based on DPSS configuration, specific to the version of Planview being implemented.
 2. Create customized training and ancillary materials in electronic format only to include:
 - a. Training materials (Process Cards) and PowerPoint presentation for the specified version
 - b. Client-specific exercises
 3. Conduct up to 6 days of PPM end-user training utilizing the DPSS Custom Training database and materials.
 4. Up to twelve students may attend a class session at any given time.
 5. Sessions will be scheduled and durations for each class as agreed with client.

III. PROJECT DELIVERABLES

All deliverables will be reviewed and accepted by the assigned County Project Manager. The deliverables are listed in the following table and include all tasks listing in paragraph II "Project Objectives":

A. Milestone A - Configuration Review		
	Deliverable	Acceptance Criteria
1.	Findings and Recommendation Document	This deliverable will be considered complete when DPSS has received, reviewed and approved the Findings and Recommendation Document and DPSS has signed the Deliverable Sign-off document.
B. Milestone B - Technical Upgrade		
	Deliverable	Acceptance Criteria
1.	Migration Assessment Summary	This deliverable will be considered complete when DPSS has received, reviewed and approved the Migration Assessment Summary and DPSS has signed the Deliverable Sign-off document.
2.	Installation of PPM 10.X in test environment	These deliverables will be considered complete when DPSS has completed User Acceptance Testing (UAT) in each environment and DPSS has signed the Deliverable Sign-off document.
3.	Installation of PPM 10.X in development environment	
4.	Installation of PPM 10.X in production environment	
5.	Installation of PPM 10.X in training environment	
C. Milestone C - Prototype and Confirmation of New Configuration		
	Deliverable	Acceptance Criteria
1.	Update production environment with new configuration	This deliverable will be considered complete when DPSS has completed User Acceptance Testing (UAT) in each environment and DPSS has signed the Deliverable Sign-off document.
D. Milestone D - Training		
1.	Provide Training database, materials, and exercises	This deliverable will be considered complete when DPSS has received, reviewed and approved the Training database, materials, and exercises and DPSS has signed the Deliverable Sign-off document.
2.	Provide three 2 day training courses, with each for up to twelve students	This deliverable will be considered complete when DPSS has agreed the Contractor has provided the required training courses and DPSS has signed the Deliverable Sign-off document. DPSS will be responsible for providing its Management Reporting Unit with class registration documentation.

IV. ACCEPTANCE OF DELIVERABLES

A. The County shall have a period of ten (10) business days to determine the acceptability (meeting the previously mutually agreed specifications therefore) of a Deliverable provided by

Contractor hereunder (the "Acceptance Period"). The Contractor will notify the County in writing of the completion of the Deliverable, using the Deliverable Sign Off Document (Exhibit A). The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from the assigned County Project Manager an electronic receipt for such Deliverable. At any time within the Acceptance Period, the County shall:

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

V. CHANGE ORDERS

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

VI. DPSS RESPONSIBILITIES

- A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with the Contractor project manager.
 - b. Managing day-to-day project.
 2. Subject Matter Experts responsible for providing Riverside County business expertise as requested.

- B. DPSS may monitor the performance of the the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods with prior written notice to the Contractor: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor's ability to deliver these requirements. These responsibilities include the following:
 - 1. Access to the County information and resources;
 - 2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project.
- E. DPSS will provide prompt and timely delivery of any required DPSS Materials. DPSS hereby grants Contractor a non-exclusive, royalty-free license to use, copy, modify and create derivative works of the DPSS Materials solely for the purpose of providing Services to DPSS under this Agreement

VII. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. The Contractor shall provide key personnel to fulfill the following roles and responsibilities:
 - a. Engagement Manager
Overall responsibility for the implementation to direct the efforts of the Planview team and facilitate decision processes with the Project Manager and Sponsor and Executive Committee as needed. Function as SME relative to Planview to ensure that change is driven through the implementation. Provide tool level support in the design, configuration and validation of the solution deployed. Provide SME guidance to the implementation team relative to Planview tool functions and capabilities. Responsible for ensuring Planview Administration is sustainable post-implementation.
 - b. Training Consultant
Deliver training sessions based on process and cultural knowledge of the implementation. Create courseware.
 - c. Technical Services Installation Consultant
Provide technical installation support in the design, sizing, and installation of the Planview software in the Client environment.
2. The Contractor shall use its commercially reasonable best efforts to ensure that key personnel are not removed or reassigned during the term of the initial term of the contract. Should the Contractor be required to change personnel identified in paragraph VI.A.1, the Contractor will notify the County at least two (2) weeks prior to the change.
3. The contractor shall perform the tasks and deliverables listed in paragraph II "Project Objectives" and paragraph III "Project Deliverables."

B. FISCAL**1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment for the Deliverables initially scoped under this Contract shall not exceed \$54,000.

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of the invoice for payment as outlined in the Milestone Payment Schedule (Exhibit D) that is accompanied by a Deliverable Sign Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.
- b. The Contractor shall be paid for travel and expenses following the funding limitations as stated in the County of Riverside Board of Supervisors Policy D-1 attached as Exhibit E. All expenses must have original receipts to accompany the billing document (Exhibit C, DPSS 2076A). If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit E) following the instructions set forth on the "Instructions for Form 2076A." Exhibit E is attached hereto and incorporated herein by this reference for request of all payments.

3. FINANCIAL RESOURCES

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

4. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

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

5. SUPPLANTATION

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

6. DISALLOWANCE; WARRANTY

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, in the event Contractor is not able to so correct the deficiency, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS. Contractor warrants that it will perform the services in a workmanlike manner. If it fails to do so and DPSS reports such failure within ten (10) days after performance, Contractor will re-perform the services in question. These provisions constitute DPSS's sole and exclusive remedy and Contractor's sole and exclusive liability, for breach of the warranty. EXCEPT AS STATED IN THIS AGREEMENT, THERE ARE NO IMPLIED WARRANTIES OR OTHER WARRANTIES AND THEY ARE EXPRESSLY EXCLUDED

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY; OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

DPSS shall maintain the confidentiality of all Contractor confidential information disclosed or used in provision of the services and all work product delivered as part of the Deliverables and shall only allow access and use thereof by its employees with a need to know in order to accomplish the goals of this Agreement. DPSS shall report any breach or disclosure of such information to a 3rd party and shall cooperate with Contractor in its efforts to prevent any such breach. DPSS shall return Contractor confidential information upon termination of this Agreement by Contractor for DPSS's breach.

Contractor (or its licensors) has all right, title, and interest (including ownership of copyright) to all work product deliverables and intellectual property rights in connection therewith. Contractor will deliver one (1) copy of each deliverable to DPSS, and hereby grants DPSS the non-exclusive, worldwide, fully paid-up, royalty-free license to use copies of each such work product solely in connection with its use of the software to the same extent and pursuant to the same terms and conditions as provided in this Agreement for such software.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
 - c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
4. EQUAL EMPLOYMENT OPPORTUNITY
- By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Contractor shall have no liability for any claim which results from its development of any changes or modifications made at DPSS's request or based on its specifications, instruction, code or design. Notwithstanding any other provision of this Agreement, Contractor's total liability to DPSS from any cause whatsoever, whether for breach of contract or other default, negligence, misrepresentation, or other contract or tort claim, is limited to: (a) indemnification payments referred to above; (b) damages for bodily injury (including death), and damage to real property and tangible personal property; and (c) the amount of any other actual direct damages or loss, up to the total amount payable by COUNTY pursuant to this Agreement. In no event shall Contractor be liable for loss of DPSS's data or records, or for special, incidental, or indirect damages or exemplary or economic consequential damages (including lost profits or savings), however caused and whether or not it was advised of their possibility.

6. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

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

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such selfinsured retention as respects this Contract with the COUNTY, or 2) procure a bond which

guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

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

9. ASSIGNMENT

Neither party shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent shall be deemed void and of no force or effect.

10. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS which shall not be unreasonably withheld or delayed. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

11. DEBARMENT AND SUSPENSION

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

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

- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

12. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

14. LOBBYING

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

- a. The awarding of any Federal contract;
- b. The making of any Federal Grant;
- c. The making of any Federal loan;
- d. The entering into of any cooperative agreement; and
- e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352.

VIII. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective March 23, 2010 through August 31, 2010.

B. NOTICES

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

DPSS:

Deliverables, Deliverable Sign Offs, Change orders, and other project related material:
 Department of Public Social Services
 Information Technology
 Attn Debi Mac Vie
 4060 County Circle Dr
 Riverside CA, 92503

Invoices and other financial documents:

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

Contracts, insurance and other administrative documents:

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

CONTRACTOR: Planview Inc.
 8300 N. Mopac Suite 100
 Austin TX 78759

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

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

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. Contractor shall have thirty (30) days to cure such breach. In such event the breach remains uncured, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

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

F. GOVERNING LAW

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

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

H. TERMINATION

This Agreement may be terminated prior to the commencement of services, without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of a material breach hereof, provided such party has not cured the breach.

I. ENTIRE CONTRACT

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

Deliverable Sign-off Document

Exhibit A

Project Information		
Dept.	Project:	
Project Manager: County Project Manager		Ext:
SOW: SOW Reference		
Project Deliverable Description		
Due Date:	Deliverable#:	
Deliver to:		
Resource(s) Responsible:		
Deliverable Description:		
Deliverable Approval		
Approval Signatures:	Date:	Comments:
Project Coordinator		
Project Sponsor		
Non Acceptance of Deliverable		
Signatures:	Date:	
Project Coordinator		
Project Sponsor		
Reason for Non Acceptance		

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

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

Description	
Change Urgency	<i>[High, Medium, or Low and the reason]</i>
Reason for Change	<i>[New requirement, design change, etc.]</i>

Impact

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

Risks

Risk	Risk Management Action

Steps to Implement Change

Approvals

	Signature	Date
Project Coordinator		
	Signature	Date
Project Sponsor		

MILESTONE PAYMENT SCHEDULE

Milestone Description	Payment
Milestone A- Configuration Review	\$ 8,000.00
Milestone B- Technical Upgrade	\$ 9,600.00
Milestone C- Prototype and Confirmation of New Configuration	\$ 8,000.00
Milestone D- Training	\$17,600.00
Milestone F- Travel and Expenses	Not to exceed \$10,800
Total Not to Exceed	\$54,000.00

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit D

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

Remit to Name		

Address		
_____	_____	_____
City	State	Zip Code

Contractor Name		

Contract Number		

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

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

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

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

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

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

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

_____	_____	_____
Authorized Signature	Title	Date

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

_____	_____	_____
Business Unit (5)	Purchase Order # (10)	Invoice #
_____	_____	_____
Account (6)	Amount Authorized	
_____	If amount authorized is different from amount request, please explain:	
Fund (5)	_____	_____
_____	_____	_____
Dept ID (10)	_____	_____
_____	_____	_____
Program (5)	Program (if applicable)	Date
_____	_____	_____
Class (10)	Management Reporting Unit	Date
_____	_____	_____
Project/Grant (15)	Contracts Administration Unit	Date
_____	_____	_____
Vendor Code (10)	General Accounting Section	Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A **CONTRACTOR PAYMENT REQUEST**

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

**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	1 of 9

Policy:**1. Scope**

It is the purpose of this policy to establish procedures and standards for reimbursement of necessary actual expenses incurred by county officers, 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. For the purposes of this policy, elected officials shall be considered department heads. Each department head is charged with the responsibility of authorizing travel and including it in the proposed budget.

A department head may be held personally liable for any costs incurred by members of his/her department if the department head has authorized the travel, but such travel is not permitted by these regulations or the manager is negligent in exercising prudent control of the costs incurred. The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with this policy. The Executive Officer shall have the authority to approve the payment of the claim if there is lack of certainty regarding the application of the 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.

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. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. Members of county legislative bodies may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties for the legislative body. Reimbursement for such expenses is subject to the provision of this policy and California Government Code Sections 53232.2 and 53232.3. 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:

1. Communicating with representatives of regional, state and national government on policy positions adopted by the Board of Supervisors;
2. Attending educational seminars designed to improve officials' skill and information levels;

**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	2 of 9

3. Participating in regional, state, and national organizations whose activities affect the county's interests;
4. Attending county events;
5. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
6. Attending meetings for which a meeting stipend is expressly authorized.

Constitutional officers and the employees of their departments are not exempt from the provisions of this policy however approval for all travel will be by the department head and in line with the approved budget.

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 Supervisor is required to make a public report (see section 12). All expenses must be verified by a valid original receipt which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

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.) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night 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.

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

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REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	3 of 9

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 is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. 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 in high cost cities (as described in item 2 above) is \$15, \$20, and \$30 for breakfast, lunch and dinner respectively, inclusive of taxes and tip.

- b. An employee reimbursement claim is based on actual (not to exceed maximum) cost. Meal maximums may not be aggregated to create a daily maximum.
- c. Reimbursement for meals may exceed the maximum amounts for breakfast, lunch, or dinner 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.

**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	4 of 9

- 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.
- f. No reimbursement shall be made for alcoholic beverages of any kind.
- g. 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 per meal 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 and car rentals, 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.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:

**Policy
Number Page**

**REIMBURSEMENT FOR GENERAL TRAVEL
AND OTHER ACTUAL AND NECESSARY EXPENSES**

D-1 5 of 9

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.

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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. Each department shall confirm that each employee with an approved Form 30 has a valid driver's license.
- B. Insure the vehicle to the minimum limits required by the State of California, or if registered/licensed out of state, equal to or greater than the limits required by the State of California. In addition, employees must have their policies of automobile liability insurance endorsed to reflect business use. Such insurance must be maintained at all times while the individual is employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the county does not assume responsibility for any physical damage to an employee's personal vehicle. The department head is responsible for verifying that an employee authorized to drive a personal vehicle is insured in compliance with requirements of the State of California.
- 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 (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.

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8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, e-mail services, telegrams, 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.

C. Relocation model – reimbursement for relocation is found in Board Policy H-20.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

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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: travel by elected officials/constitutional officers and of their employees, extraditions, travel that involves the health/safety/security of a minor, 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.

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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. 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