

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

240



FROM: Department of Public Social Services

SUBMITTAL DATE:
April 20, 2015

SUBJECT: Agreement with Gimmel Solutions/Prodagio LLC for a Prodagio Contract Cloud subscription and implementation, with an option to renew the agreement for two additional one-year periods, without seeking competitive bids Districts- All; [\$238,558 total]; [\$51,500 annually]; Federal: 52.42% State: 24.89%; County: 2.4%; Realignment: 19.75%; Other: 0.54%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign Agreement # AA-02991 for the subscription for the period of one year from execution for \$51,500 annually, which contains the option to renew the agreement for two additional one-year periods.
2. Approve and authorize the Chair of the Board to sign Agreement #AA-02992 for implementation for a period of upon execution through September 30, 2015 for an amount not to exceed \$77,000.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 4.5% annually.
4. Authorize the Purchasing Agent to sign amendments to AA-02991 to increase the number of software licenses annually, not to exceed 10% of the annual reimbursable amount and to sign amendments to AA-02992 not to exceed 10% of the reimbursable amount as a project contingency.

Susan von Zabern
Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 128,500	\$ 53,818	\$ 238,558	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 3,084	\$ 1,292	\$ 5,726	\$	

SOURCE OF FUNDS: Federal Funding: 52.42% State Funding: 24.89%;
County Funding : 2.4%; Realignment Funding: 19.75%; Other Funding: 0.54%
Budget Adjustment: No
For Fiscal Year: 15/16 - 17/18

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
BY: _____
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 16, 2015
xc: DPSS, Purchasing

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3-42

FORM APPROVED COUNTY COUNSEL
DATE 5/11/15
BY: GREGORY P. PRIAMOS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
Departmental Concurrence

REC IT: Steve Reneker, CIO

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

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

FORM 11: Agreement with Gimmel Solutions/Prodagio LLC for a Prodagio Contract Cloud subscription and implementation, with an option to renew the agreement for two additional one-year periods, without seeking competitive bids Districts- All; [\$238,558 total]; [\$51,500 annually]; Federal: 52.42% State: 24.89%; County: 2.4%; Realignment: 19.75%; Other: 0.54%

DATE: April 20, 2015

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BACKGROUND:

Summary (continued)

Gimmel's Prodagio Contract Management System provides DPSS a searchable repository to store and index all of its contracts, memoranda of understanding, Board motions, RFPs and related documents. Documents are created in Prodagio Contract through standardized templates and clauses. The system also has the ability to create reminders and obligations, and to route documents electronically for review. Since implementing the system in July, 2009, DPSS has created over 45,000 documents in the system. DPSS annually manages over 500 contracts; its Contracts unit has 240 active projects.

In order to keep up with the demand for additional contracts and facilitate the efficient coordination of the development of contracts, DPSS is requesting to move to Gimmel's Contract Cloud Service and to buy 30 additional licenses. Gimmel's cloud platform will afford DPSS access to features not available in the current version, such as:

- Integrated Crystal Reports. Crystal Reports is a business intelligence application that supports multiple data sources and allows for the creation of graphical reports. DPSS' current Prodagio Contract environment has limited reporting capabilities requiring manually processing data. Crystal Reports will allow DPSS to create more in-depth reports against its contracts database.
- A Request Portal that will be used for internal/external contract requests, reports submittal, and invoice submittals.
- The capability to establish electronic document signature.
- The capability for a business administrator to add data and date fields without vendor support.
- Unlimited workflow creation.

The additional licenses will give departmental staff greater visibility to contracts and will support electronic routing and review of documents.

DPSS is also requesting to contract with Gimmel for professional services to make needed configuration updates and to train staff on new features and configurations.

Impact on Residents and Businesses

This agreement will assist DPSS to more efficiently contract for services to support its mission to protect and empower the residents of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

This is a summary of the costs through all renewal options including annual increase not to exceed 4.5%:

FY 15/16 (licensing and services)	Not exceed \$128,500
FY 16/17	\$53,818
FY 17/18	\$56,240
Total	\$238,558

FY 15/16 includes \$77,000 for implementation services.

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Contract History and Price Reasonableness

On April 25, 2008 County Purchasing on behalf of DPSS released Request for Proposal DPARC-095 for a contracts management system, mailing solicitations to 47 companies and advertising on County Purchasing website. Three proposals were received. Gimmel was the lowest priced and most responsive/responsible bidder. (At that time, the vendor was Imagitek LTD. Gimmel LLC acquired Imagitek on April 6, 2015.) At the time, DPSS purchased 50 Prodagio Contract licenses, followed by a purchase of 47 additional licenses in 2011.

A licensing comparison for the first year is:

	Current		Proposed	
	Count	Cost	Count	Cost
Annual Maintenance	97	\$248		
Full User Subscription			32	\$1,000
Approver Subscription			40	\$200
Read Only Subscription			55	\$100
Subtotal	97	\$24,056	127	\$45,500
Average user license cost		\$248		\$358.27
Web Request Portal				\$5,000
eSignature integration				\$1,000
1st year licensing total		\$24,056		\$51,500

By moving to the cloud, the average cost for a user license is increasing 44%; however, there is also significant added functionality that if purchased separately would cost more than the proposed contract price.

Professional services for this project are \$77,000. Gimmel's proposed professional services are billed at \$200 per hour. In their original bid in 2008, which was the lowest price bid received, services were \$175 per hour. Their hourly rate has increased 14.3% since 2008.

SvZ:bt

Master Subscription Agreement

Master Subscription Agreement (the "Agreement") effective upon execution, by and between Gimmal Solutions/Prodagio LLC, , having its principal place of business at 24 Greenway Plaza, Suite 1000, Houston, Texas, and County of Riverside DPSS, a corporation having its principal place of business at

ADDRESS: 4060 County Circle Dr.
Riverside CA 92503

In consideration of the mutual premises contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Additional Services" shall mean consulting, customization and integration services that we may provide to you that are not included in the Services.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference. Order Form includes but is not limited to Schedule A and Services Order.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form. Purchased Services do not include Services provided to you pursuant to a trial.

"Services" means the online, Web-based applications and platform provided by Us via <http://www.prodagio.com> and/or other designated websites as described in the User Guide, that are ordered by You under an Order Form, including associated offline components, but excluding Third Party Applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications.

"Transaction" means a discrete, logical unit of work captured and processed by the Services. Examples of transactions include, but are not limited to, invoices and contracts. Specific transactions and volumes of transactions to be processed by the Services will be purchased in an Order Form.

"User Guide" means the user guide for the Services, accessible via support.prodagio.com, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our" means the Gimmal, LLC.

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"You" or "Your" means County of Riverside DPSS "Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services purchased as User subscriptions may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be purchased during the subscription term but will require a separate Order Form and pricing and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide to You basic support for the Purchased Services at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations. Our servers and applications will be available 99% of all time outside of the weekly 4-hour maintenance window.

Basic Support will be provided from 7:00am to 7:00pm CST – Monday through Friday. The response time for support shall be accomplished using the priority rank listed in the table below. Response time starts after notification that service is required.

Priority	Level of Impact	Description	Initial Response Goal	Resolution Goal
1	Critical	Production system is inoperative and business operations are critically impacted, preventing all useful work from being done.	3 Hours	1 Business Day
2	High / Critical	Production system is adversely affected. Productivity is compromised. Work can be done, but is severely limited.	6 Hours	2-5 Business Days
3	Standard / Non-Critical	Production System has a non-critical problem or defect or questions have arisen about product use. Bug disabling only certain nonessential functions. This condition exists when the Licensed Software is usable by Customer, but with limited functions.	24 Hours	5-7 Business Days

Issues not able to be solved through Basic Support will be escalated as described in paragraph 14.3 "Disputes" herein.

3.2 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) export or use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks. You will indemnify and hold Us harmless from and against any and all expense or liability arising from any non-compliance with your responsibilities under this Section, which indemnification obligation shall not be subject to any limitations on liability set forth in this Agreement.

3.3 Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, and, for Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4. THIRD-PARTY PROVIDERS

4.1 Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale under Order Forms. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form. No purchase of third-party products or services is required to use the Services.

4.2 Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1 User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User and Transaction subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User and Transaction subscription fees are based on yearly periods that begin on the subscription start date and each yearly anniversary thereof; therefore, fees for User and Transaction subscriptions added in the middle of a yearly period will be charged for that full yearly period and the yearly periods remaining in the subscription term.

5.2 Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. Such payments shall be made in advance annually billing frequency stated in the applicable Order Form. We will invoice You 90 days in advance of the renewable term and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 45 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

5.3 Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 90 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Fees will continue to accrue during such period of suspension.

5.4 Price Increases. No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if the Contractor offers lower prices to another governmental entity) will automatically be extended to the County. In succeeding years, the price increase shall not exceed 4.5% annually.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3 Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

6.4 Suggestions and Developments. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. Except for Your Data, We shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all information, data, software code, scripts, tools, utilities, materials, works of authorship, documents, abstracts and summaries thereof, concepts, reports, discoveries, processes, systems, methods, inventions, innovations or other intellectual property or know-how, whether or not patentable, copyrightable, or subject to other legal protection that is conceived, discovered, reduced to practice, made or developed by Us in the course of providing the Services or performing Additional Services for You. You shall execute such documents as We may reasonably request to vest ownership of such intellectual property in Us.

6.5 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3 Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

7.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1 Our Warranties. We warrant that (i) the Services shall perform materially in accordance with the User Guide, and (ii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2 Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will use commercially reasonable efforts to avoid transmitting Malicious Code to the other party.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding ("**Claim**") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

9.2 Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense.

9.3 Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.3 Expiration of Claims. No action, regardless of form, shall be brought against either party or its employees, agents, owners or officers more than one year after the occurrence of the circumstances giving rise to the cause of action became known to such party.

11. INSURANCE

11.1 Without limiting or diminishing the The Company's obligation to indemnify or hold the LICENSEE harmless, the Company 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 Company has employees as defined by the State of California, the The Company 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 \$100,000 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 the Company'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 the Company 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).

11.2 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 Company'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 LICENSEE, and at the election of the Country's Risk Manager, The Company's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the LICENSEE, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) The Company shall cause The Company'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. The Company shall not commence operations until the LICENSEE 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 Company's insurance shall be construed as primary insurance, and the LICENSEE'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 LICENSEE 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 Company has become inadequate.

(6) The Company 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 LICENSEE.

(8) The Company agrees to notify LICENSEE 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.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences upon execution for a period of one year, with two (2) one year renewal options. A written amendment to this agreement shall be executed for each renewal.

12.2 Term of Purchased User and Transaction Subscriptions. User and Transaction subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

12.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 60 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4 Termination without Cause. The County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

12.5 Refund or Payment upon Termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination and all amounts owed for the period prior to the effective date of termination. Termination of this Agreement for cause by Us will not relieve you of any amounts that would have been owed under this Agreement if it had not been terminated.

12.6 Return of Your Data. Upon request by You made within 60 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 60-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12.7 Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.6 (Surviving Provisions), 11.5 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

13. REPLACEMENT PRODUCTS

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

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

(1) pursuant to the terms and conditions of this Agreement,

(2) granted without the payment of additional fees; and

(2) the County's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

14. NOTICES, GOVERNING LAW AND JURISDICTION

14.1 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

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

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

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

14.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15. RECORDS, INSPECTIONS, AND AUDIT

15.1 We shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this agreement. We 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.

15.2 Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

15.3 This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

15.4 Should We disagree with any audit conducted by the You, We shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with You a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. We shall not be reimbursed by the You for such an audit.

16. GENERAL PROVISIONS

16.1 Force Majeure. If the performance of any obligation under this Agreement by either party (other than the obligation to pay amounts due hereunder) is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Neither party shall be in default if any delay or failure to perform any obligation hereunder (other than the obligation to pay amounts due hereunder) that is caused by events beyond such party's control.

16.2 Additional Services. From time to time, You may retain Us to provide Additional Services. The scope, pricing and other details of the Additional Services will be described on one or more Statements of Work executed by You and Us (each a "Statement of Work"). Each Statement of Work will be governed by and subject to the terms of this Agreement. Any Statement of Work may be terminated by either party upon 30 days prior written notice to the other party. If a Statement of Work is terminated in accordance with the terms hereof, We shall stop work and act diligently to minimize further costs and You shall pay Us for the Additional Services delivered through the date of termination and the reasonable non-cancelable costs and expenses incurred by Us through the effective date of termination. The passage of thirty days from the delivery of Additional Services to You without written notice of non-acceptance from You or Your use of the Additional Services shall constitute final acceptance of the Additional Services.

16.3 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

16.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.6 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest.

Additional licenses may be purchased at any time in accordance with Article 5 "FEES AND PAYMENT FOR PURCHASED SERVICES" herein. License counts may only be decreased at the time of each annual renewal.

16.7 Use by Political Entities. The Contractor agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Contractor; and County shall in no way be responsible to Contractor for other entities' purchases.

16.8 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement for cause upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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

Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.

16.12 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form or Statement of Work, the terms of such exhibit, addendum, Order Form or Statement of Work shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

County of Riverside

Gimmel Solutions/Prodagio LLC

By: Marion Ashley
Name: Marion Ashley
Title: Chair of the Board

By: K. David Quackenbush
Name: K. David Quackenbush
Title: President and Chief Executive Officer

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 5/14/15

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

Appendix 1: Licensing Terms

<i>Prodagio Contract</i>	Annual Investment
\$1000/full user annually x 32	\$32,000
\$200/approver annually x 40	\$8,000
\$100/read-only annually x 55	\$5,500
Request Portal	\$5,000
DocuSign Integration	\$1,000
Annual Investment	<i>\$51,500</i>

Price does not include DocuSign license, this must be purchased directly from DocuSign

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

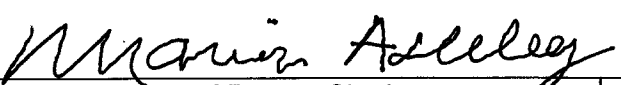
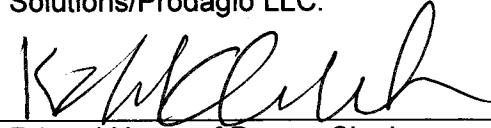
AGREEMENT: AA-02992
CONTRACTOR: Gimmal Solutions / Prodagio LLC
TERM: Upon Execution through September 30, 2015
MAXIMUM REIMBURSABLE AMOUNT: Not to Exceed \$77,000


WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to contract for professional services for a Prodagio Contract upgrade and Cloud Environment conversion implementation;

WHEREAS, Gimmal Solutions/Prodagio LLC is qualified to provide said services;

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

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

Authorized Signature for County: 	Authorized Signature for Gimmal Solutions/Prodagio LLC: 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: K. David Quackenbush
Title: Chair of the Board	Title: President and Chief Executive Officer
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 24 Greenway Plaza, Suite 1000 Houston, TX 77046
Date Signed: JUN 16 2015	Date Signed:

ATTEST:
 KEWA HARPER-IHEM, Clerk
 By:  DEPUTY


FORM APPROVED COUNTY COUNSEL
 BY:  DATE: JUN 16 2015

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Exhibit A – County of Riverside Statement of Work

Exhibit B - Deliverable Sign Off

Exhibit C - Change Order Request

Exhibit D - DPSS 2076A

TERMS AND CONDITIONS

I. DEFINITIONS

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

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

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

* Note:

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

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

D. "Subcontract" refers to any agreement, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

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

II. DPSS PROJECT ROLES

A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:

1. Project Manager responsible for:
 - a. Overall planning in coordination with the Contractor project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.

2. Technical Lead responsible for information about DPSS' technical architecture and environments.
 3. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor's ability to deliver these requirements. These responsibilities include, but are not limited to, the following:
1. Access to the County information and resources;
 2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project.

III. CONTRACTOR PROJECT ROLES

- A. The Contractor shall perform the roles and responsibilities listed in the "County of Riverside Statement of Work", attached hereto as Exhibit A. In case of conflict, terms and condition in this contract shall take precedence over those terms and conditions in "County of Riverside Statement of Work".

IV. PROJECT RESPONSIBILITIES AND DELIVERABLES

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

Milestone 1 – Provisioning & Setup –Test and Production
DELIVERABLES The County's Prodagio Contract cloud test environment is deployed and a user can log into the environment from their office workstation.
Milestone 2 - Data Model Configuration Changes
DELIVERABLES Milestone (MS) 2 will be upon completion of Quality Gate (QG) validation session where Gimmel will present the updates to the 6 existing COR types and the creation of the 4 new types via a GoToMeeting that is not to exceed 2 hours in duration, or within 20 consecutive business days of completion of MS-1, whichever occurs first.
Milestone 3 - Prodagio Contract Request Web Portal Provisioning & Configuration
DELIVERABLES Acceptance of this milestone (MS-3) will occur when a COR user can fill out and submit a contract request via COR's Prodagio Contract Request portal from the test environment, or within 15 consecutive business days of completion of MS-2, whichever occurs first.
Milestone 4 - On Premise to Prodagio Cloud Data Migration
DELIVERABLES Acceptance of this milestone (MS-4) will be when Gimmel notifies COR that a data migration of a copy of COR's onsite production data and migrated that into the COR Prodagio Contract cloud test environment is completed or within 45 consecutive business days of completion of MS-1, whichever occurs 1st.

Milestone 5 - Training
DELIVERABLES Acceptance of this milestone (MS-5) will be upon completion of the two sessions of onsite training as documented in section the SOW, or within 20 consecutive business day of completion of MS-3, whichever occurs 1st.
Milestone 6 – UAT Support & Coordination
DELIVERABLES <ul style="list-style-type: none"> • Gimmel will provide standard Prodagio Contract v6.8.3 UAT and environment validation test cases. • COR will be responsible for writing COR specific test cases. • Acceptance of this milestone (MS-6) will be when Gimmel validation testing is completed or within 15 consecutive business days of completion of MS-5, whichever occurs 1st.
Milestone 7 – Transition to Production, Go Live, & Post Go Live Support
DELIVERABLES <ul style="list-style-type: none"> • Set up of the COR production Prodagio Contract cloud environment will include the Prodagio Contract functionality at the time of MS-5 of this SOW. • Acceptance of this milestone (MS-7) will be when Prodagio Contract is installed in the COR's Prodagio Contract cloud production environment, or within 10 consecutive business days of completion of MS-6, whichever occurs 1st.

V. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of five (5) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable.

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

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

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

C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):

1. The County submits to the Contractor the Deliverable Sign Off Document or:
2. The County fails to notify Contractor within the Acceptance Period described above.

VI.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 C). 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.

VII. FISCAL

A. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$77,000.

2. PAYMENT SCHEDULE

Line	Services Descriptions	Extended Price
1	Prodagio Provisioning & Set Up - Test & Production	\$10,000
2	Data Model Configuration Changes <ul style="list-style-type: none"> • Update 6 COR Specific Types • Add 4 New COR Specific Types 	\$20,800
3	Prodagio Contract Request Web Portal Provisioning & Configuration <ul style="list-style-type: none"> • External Request, Internal Request, & Submittal Form 	\$5,000
4	COR On Premise to Prodagio Cloud Data Migration	\$16,800
5	Training (User, Business Admin, & Prep)	\$4,800
6	UAT Support & Coordination	\$8,000
7	Transition to Production, Go Live, & Post Go Live Support	\$1,600
8.	Expenses (NOT TO EXCEED)	\$10,000
	Total	Not to exceed \$77,000

Contractor will provide the following supporting documentation along with invoice for expenses to justify invoice amounts:

- a. Mileage Log for DPSS Activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
- b. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts
- c. Lodging and meal expenses will be held to following County limits:
 - i. Lodging

Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.

ii. Meal Expenses

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. Amounts may not be aggregated. No reimbursement for alcoholic beverages.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

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

B. FINANCIAL RESOURCES

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

C. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government

accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

D. SUPPLANTATION

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

E. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

F. AVAILABILITY OF FUNDING

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

VIII. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective upon execution through September 30, 2015.

B. CONFLICT OF INTEREST

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

C. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept

confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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

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

D. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

E. EQUAL EMPLOYMENT OPPORTUNITY

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

F. HOLD HARMLESS/INDEMNIFICATION

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

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

G. INSURANCE

1. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Worker's Compensation:

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

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as additional Insured.

2. General Insurance Provisions – All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such selfinsured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

H. LICENSES AND PERMITS

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

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

I. INDEPENDENT CONTRACTOR

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

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

J. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

K. PERSONNEL

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

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

L. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

M. DEBARMENT AND SUSPENSION

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

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

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

O. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

P. LOBBYING

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

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

Q. NOTICES

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

DPSS:

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

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

Invoices and other financial documents:

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

CONTRACTOR: Gimmel Solutions/Prodagio LLC.
24 Greenway Plaza, Suite 1000
Houston, Texas Houston, TX 77046

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

R. DISPUTES

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

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

S. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

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

T. GOVERNING LAW

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

U. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the County and Contractor hereby agree to regard facsimile representations of original

signatures of authorized officials of each party, when appearing in appropriate places on any Amendments to this Agreement, and received via electronic communications including but not limited to fax or email, as legally sufficient evidence that such original signatures have been affixed to such Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

V. TERMINATION

This Agreement shall automatically renew annually, unless cancelled by the County. This Agreement can be cancelled without cause upon thirty (30) day written notice.

W. ENTIRE AGREEMENT

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

Deliverable Sign-off Document

Exhibit B

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

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

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

Impact

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

Risks

Risk	Risk Management Action

Steps to Implement Change

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

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit 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 _____
Agreement Number _____

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Agreement/MOU)
 Unit of Service Payment \$ _____
of Units X (\$) _____
of Units X (\$) _____
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



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

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Agreement Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

County of Riverside

Statement of Work

Gimmel Solutions/ Prodagio LLC Professional Services - Statement of Work
For the **County of Riverside** Prodagio Contract upgrade and Cloud Environment conversion Implementation

The later of the two signature dates on Agreement AA-02992 by and between Gimmel Solutions/ Prodagio LLC (hereafter referred to as "Gimmel" or "Contractor") and the County of Riverside, Department of Public Social Services (hereafter referred to as "COR" or "Customer", to which this Statement of Work ("SOW") is attached as Exhibit A, will serve as the "Effective Date". Contractor and Customer shall be referred to collectively as the "Parties." This SOW is subject to and will be governed by the terms and conditions of the AA-02992. However, to the extent of any conflict or inconsistency between the provisions in the body of this SOW and the AA-02992, the terms of this SOW shall prevail.

1. **Requirements and Design Workshop Reviews:** Contractor will facilitate a series of remote design review sessions via GoToMeeting or equivalent remote communication technology. Contractor will assist COR to determine the standard product configuration decisions and customer specific functionality, outlined in section 3 below.
 - 1.1. Up to 6 total design review sessions will be held over the course of up to 3 consecutive business weeks.
 - 1.2. Each design review session will be scheduled for 1 – 2 hours up to 12 total design review session hours.
2. **Requirements and Design Documentation:** Contractor will create functional configuration design document for COR's configuration, called the Prodagio Contract Design Workbook. The Prodagio Contract Design Workbook will define the functionality that will be evaluated during user acceptance testing (UAT).
3. **Prodagio Contract Cloud Deployment:** Contractor will provision 2 customer-specific Prodagio Contract cloud environments and configure them according to the Prodagio Contract Design Workbook.
 - 3.1. **Hosted Environment Provisioning:** Contractor will provision 1-test and 1-production customer specific Cloud-Based instances of Prodagio Contract v6.8.2 using Contractor's standard deployment processes and provisioning mechanisms for deploying the customer's Prodagio Contract configurations into their cloud environments.
 - 3.1.1. The COR Prodagio cloud test environment will be made available to customer users at the commencement of the training phase of the project implementation as outlined in section 7 below.
 - 3.1.2. The Production instance will be deployed at the conclusion of the UAT phase.
4. **Data Migration – COR Premise to Prodagio Cloud:** Contractor will migrate all of the documents and their associated data records from COR's on premise Prodagio Contract production environment into the Prodagio Software hosted cloud environment.
 - 4.1. At the commencement of the project, the Contractor and the COR team will utilize a portion of the requirements and design workshop review meetings to validate the details of the data migration.
 - 4.1.1. Contractor will migrate a copy of all of COR's current on premise content and associated data into the new COR Test Prodagio Contract v6.8.2 cloud environment.

4.1.2. Once a copy of COR on premise production data has successfully been migrated into COR's Prodagio Contract cloud test environment and passed COR's data migration validation testing, the production Prodagio Contract cloud data migration will be scheduled.

4.1.2.1. The production cut over from COR's on premise to the Prodagio Contract cloud production environment will be done in a fashion that results in either no loss access during the work week, or as little as can be done given the volume of COR data that will be migrated.

5. Prodagio Contract Application Configuration: Contractor will provision 2 customer-specific Prodagio Contract cloud environments and configure them according to the Prodagio Contract Design Workbook.

5.1. Prodagio Contract Application Configuration: After the COR production data has been migrated from COR's on premise production environment into the Prodagio production cloud environment, Contractor's professional services team will then work on implementing COR specific configuration updates. COR's end users will be able to access the production environment during this period as the Contractor will implement the configuration updates in COR's Prodagio test cloud environment. After the COR team has gone through a user acceptance test (UAT) cycle and signed off on the configuration updates, they will be deployed into the production environment during a normally schedule Prodagio cloud Thursday evening system maintenance window.

5.1.1. Configure up to a maximum of up to 4 new contract types.

5.1.1.1. Configure up to 105 data fields for the Maintenance Agreement type

5.1.1.2. Configure up to 20 data fields for the following 3 types:

- 5.1.1.2.1. Amendment
- 5.1.1.2.2. Procurement
- 5.1.1.2.3. Project

5.1.2. Implement configuration updates to COR's existing types.

5.1.2.1. The scope of a configuration update is considered a field label change, adding a new field, or removing a field from the existing, pre-upgrade display.

5.1.2.2. The following COR contract types will have up to 20 total field updates per type:

- 5.1.2.2.1. SC – Services Contract
- 5.1.2.2.2. Op Agr. – Operational Agreement
- 5.1.2.2.3. Attachment

5.1.2.3. The MOU contract type will have up to a max of 6 field updates

5.1.2.4. The Form 11 contract type will have 1 field update

5.1.2.5. There will be no field updates to the RFP contract type

5.1.2.6. The detailed data model configuration updates for the 4 new contract types along with the changes to the existing types is documented in section Appendix I below

5.1.3. Configuration of 4 security roles per each of the 4 new COR defined contract types.

5.1.4. Each of the 4 new contract types will have the following 4 security roles configured for the type:

- 5.1.4.1. Notify (e-mail distribution list – read only access)
- 5.1.4.2. Read
- 5.1.4.3. Write
- 5.1.4.4. Delete

- 5.1.5. COR users can be assigned to one or more Prodagio security roles.
- 5.1.6. Contractor will create up to 4 total "Master" (users in a "Master" role will have access to every document type in the system, which consists of the 6 existing COR specific contract types plus the 4 new COR contract types (10 total types).
- 5.1.7. The purpose of a "Master" role is for scenarios where there are users that should have the same level of access to all 10-contract types in the system.
 - 5.1.7.1. For example purposes only... So, for a user that needs "read" access to all 10 contract types, the COR Prodagio business administrator only has to put that user in the cor_master_read role instead of the cor_procurement_read, cor_mou_read, cor_operational_read, cor_services_read, etc.
- 5.1.8. The 4 "Master" roles will be as follows:
 - 5.1.8.1. Notify (e-mail distribution list – read only access)
 - 5.1.8.2. Read
 - 5.1.8.3. Write
 - 5.1.8.4. Delete
- 5.1.9. The creation of new and/or updates to existing security role, permission set, and/or access control list (ACL) for COR's existing 6 COR specific contract types is out of scope for the level of effort for Contractor professional services, project durations, and cost estimates defined within this SOW.
- 5.1.10. COR user authentication will be done through the Prodagio Contract "inline" (Prodagio user ID and password validation is done against the Prodagio database) user ID and password management, which is managed through the Prodagio Contract v6.8.2 admin component – the "User Management" and "Roles" tabs.
- 5.1.11. Configuration of the following 3 automated rules for the 4 new contract types that will be created as part of this SOW. Each contract type can have 1 auto filing, name, and number rule.
 - 5.1.11.1. Auto Filing Documents (based on Index field values)
 - 5.1.11.2. Auto Name
 - 5.1.11.3. Auto Number
- 5.1.12. The creation of new and/or updates to existing auto filing, name, number, and/or reminders for COR's existing 6 COR specific contract types is out of scope for the level of effort for Contractor professional services, project durations, and cost estimates defined within this SOW.
- 5.1.13. Configuration updates and/or the creation of new automated checklists for any of the 4 new COR contract types or 6 existing contract types is out of scope for the level of effort for Contractor professional services, project durations, and cost estimates defined within this SOW.

6. Prodagio Contract Request Portal: As part of this implementation, Contractor will set up and configure the Prodagio Contract Request portal, which is a web-based application that allows non-authenticated Prodagio Contract users to submit a requisition or contract request to Prodagio Contract for processing.

- 6.1. Prodagio will create 3 new customer defined "request" web forms.
 - 6.1.1. External Request
 - 6.1.2. Internal Request
 - 6.1.3. Submittal Form
 - 6.1.4. Each of the 3 web request forms will have a set of fields that are populated when a user creates and submits a new request via the non-authenticated web portal.

- 6.1.5. The customer will define which request web form fields are required vs. optional. Users will not be able to submit request via the Prodagio Contract Request Portal unless all required fields contain data.
 - 6.1.6. The user will manually enter the items being requested.
 - 6.1.6.1. Configuration for support of a "catalog" is not in scope for this SOW as most items are for new requests.
 - 6.1.7. The requisition request will be received by Procurement via the Prodagio Contract application.
 - 6.1.8. Contractor will configure 1 automated checklist workflow the review/approval of each requisition request.
 - 6.1.8.1. As part of the Prodagio Contract automated checklist configuration, Procurement will have final approval of the requisition request.
 - 6.1.8.2. Through configuration of Prodagio's automated checklist approval flow and/or Prodagio's "Reminders," the requestor will be notified when the requisition has been approved.
- 7. Training:** Prior to initial customer training and UAT testing, Contractor will create up to fourteen accounts for customer users who will participate in training and user acceptance testing.
- 7.1. Train-the-Trainer Training:** To help facilitate the transition to the new contracts management solution as quickly and productively as possible, Contractor will provide two days of hands-on Prodagio Contract instructor-led end user and business admin training delivered onsite at COR's facilities located in Riverside, CA.
- 7.2.** In connection with training, Prodagio Software shall provide the following training services:
- 7.2.1. **Train-the-Trainer User Training:** Hands on Prodagio Contract instructor lead training that covers all end user features and functions of Prodagio Contract, which includes contract management from creation through execution, generating reports, searching for contracts, and using Prodagio's workflow capabilities.
 - 7.2.2. **Business Admin Training:** Hands on Prodagio Contract instructor lead training that covers all business admin features and functions of Prodagio Contract, which includes creating user accounts; assigning and changing user permissions; updating selection lists; modifying and creating new checklists; and configuring business rules such as auto-naming, auto-numbering and auto-filing. The target audience for this training class is a functional/business "Power User," and not somebody from IT.
- 7.3. Training Materials:** Standard Prodagio User Training materials will be provided to COR in electronic format. That documentation includes:
- 7.3.1. Training Guides:**
 - 7.3.1.1. End User Guide
 - 7.3.1.2. Business Admin Guide
 - 7.3.1.3. Search Quick Reference card
 - 7.3.1.4. Prodagio User Quick Reference Card
 - 7.3.1.5. Prodagio Report Quick Reference Card
 - 7.3.1.6. Prodagio Business Admin Quick Reference Card
 - 7.3.1.7. Prodagio Automated Checklist Quick Reference Car
 - 7.3.1.8. Ad Hoc Routing Table
 - 7.3.1.9. Business Admin Guide

- 7.3.1.10. Config. Custom Fields
- 7.3.1.11. Creating and Applying Automated Templates
- 7.3.1.12. Moving Documents and Folders
- 7.3.1.13. Selecting HTTP or UCF
- 7.3.1.14. Standard UAT Guide
- 7.3.1.15. User Guide
- 7.3.1.16. Word Tips

7.3.2. Quick Reference Cards:

- 7.3.2.1. Ad Hoc and Checklist
- 7.3.2.2. Business Admin
- 7.3.2.3. Creating and Applying Templates
- 7.3.2.4. Documents View
- 7.3.2.5. My Tasks
- 7.3.2.6. Quick and Advanced Search
- 7.3.2.7. Reports
- 7.3.2.8. Search View

8. User Acceptance (UAT) Testing Support: One the first day following the completion of the Prodagio end user and business admin training described above, Contractor’s Professional Services Consulting team will provide 1 day of onsite UAT facilitation support immediately followed by 9 consecutive business days of remote support for up to 10 named COR UAT testers. Contractor’s support of the COR’s UAT testing will be on the test cases that validate the deployed Prodagio Contract configurations against the configuration requirements documented in the Prodagio Contract Configuration Design Workbook. All named customer users who will participate in the UAT Testing phase will have attended the Prodagio Software lead onsite functional training described above in section 7 above.

8.1. Not more than 10 customer users will participate in the UAT phase. All testing users will attend Functional Training before the start of UAT.

8.2. Customer will perform regression and scenario-specific testing of the solution in all customer environments.

9. Project Schedule: This project’s scope and pricing is based upon the following estimated time ranges (elapsed time) for each of the major phases and milestones of the project. It is assumed that Contractor will deliver the project phases in a contiguous fashion.

Major Project Tasks Descriptions	Planned Duration (Weeks)	Sample Calendar Dates
1 Project Kickoff and Configuration Workshop	1	8/4 – 8/8/2014
2 Configuration Workbook Design & Sign Off	2 - 3	8/11 – 8/22/2014
3 Provision COR Prodagio Cloud Test Environment	3	8/25 – 8/29/2014
4 Data Migration	3 - 5	8/25 – 9/12/2014
5 Onsite Training & User Acceptance Testing (UAT)	6	9/15 – 9/19/2014
6 Remote UAT Validation Testing & Go Live Preparation	7	9/22 – 9/26/2014
7 UAT Adjustments & Final Validation Testing	8	9/29 – 10/3/2014
8 Production Go Live, Contractor Support, & User Roll Out	9	10/6 – 10/10/2014
9 Dedicated Post Go Live Support	9	10/6 – 10/10/2014
10 Application Configuration Updates – Data Model & Security	10 - 12	10/13 – 10/31/2014
11 Contract Request Portal Configuration & Testing	11 - 13	10/20 – 11/7/2014
12 COR Data Model & Contract Request Portal UAT	14	11/10 – 11/14/2014

13 Deploy Data Model & Contract Request Portal to Production	15	11/17 – 11/21/2014
Estimated Project Duration Total:	15 Weeks	8/4 – 11/21/2014

9.1. Project Schedule Notes/Assumptions:

- 9.1.1. *The “Planned Duration (Weeks)” column in the table above is an estimated based on the assumed scoped as of 7/2/2014 and it assumes no holidays and/or vacations. The “Planned Duration (Weeks)” column above is used only as an estimate for aligning project timeline/duration expectations leading up to the implementation.*
- 9.1.2. *The “Sample Calendar Dates” column in the table above is a sample calendar driven timeline, and is assumes the sample project that the tables describes were to start on 8/4/2014.*

10. Pricing and Payment Terms:

10.1. The estimated totals per main activity group are listed below.

Line	Services Descriptions	Extended Price	Acceptance criteria
1	Prodagio Provisioning & Set Up - Test & Production	\$10,000	The County's Prodagio Contract cloud test environment is deployed and a user can log into the environment from their office workstation.
2	Data Model Configuration Changes <ul style="list-style-type: none"> • Update 6 COR Specific Types • Add 4 New COR Specific Types 	\$20,800	Milestone (MS) 2 will be upon completion of Quality Gate (QG) validation session where Contractor will present the updates to the 6 existing COR types and the creation of the 4 new types via a GoToMeeting that is not to exceed 2 hours in duration, or within 20 consecutive business days of completion of MS-1, whichever occurs first.
3	Prodagio Contract Request Web Portal Provisioning & Configuration <ul style="list-style-type: none"> • External Request, Internal Request, & Submittal Form 	\$5,000	Acceptance of this milestone (MS-3) will occur when a COR user can fill out and submit a contract request via COR's Prodagio Contract Request portal from the test environment, or within 15 consecutive business days of completion of MS-2, whichever occurs first.
4	COR On Premise to Prodagio Cloud Data Migration	\$16,800	Acceptance of this milestone (MS-4) will be when Contractor notifies COR that a data migration of a copy of COR's onsite production data and migrated that into the COR Prodagio Contract cloud test environment is completed or within 45 consecutive business days of completion of MS-1, whichever occurs 1st.
5	Training (User, Business Admin, & Prep)	\$4,800	Acceptance of this milestone (MS-5) will be upon completion of the two sessions of onsite training as documented in section 7 Training : Prior to initial customer training and UAT testing, Contractor will create up to fourteen accounts for customer users who will participate in training and user acceptance testing. above of this SOW, or within 20 consecutive business day of completion of MS-3, whichever occurs 1st.
6	UAT Support & Coordination	\$8,000	<ul style="list-style-type: none"> • Contractor will provide standard Prodagio Contract v6.8.3 UAT and environment validation test cases. • COR will be responsible for writing COR specific test cases. • Acceptance of this milestone (MS-6) will be when Prodagio validation testing is completed or within 15 consecutive business days of completion of MS-5, whichever occurs 1st.
7	Transition to Production, Go Live, & Post Go Live Support	\$1,600	<ul style="list-style-type: none"> • Set up of the COR production Prodagio Contract cloud environment will include the Prodagio functionality at the time of MS-5 of this SOW. • Acceptance of this milestone (MS-7) will be when Prodagio Contract is installed in the COR's Prodagio Contract cloud production environment, or within 10 consecutive business days of completion of MS-6, whichever occurs 1st.
Professional Services Subtotal		\$67,000	

8. Expenses (Optional, NOT TO EXCEED)	\$10,000	Assumes two Contractor resources onsite for two separate project milestone events, which each trip not to exceed three consecutive business days onsite.
Total:	\$77,000	

10.2. Expenses:

10.2.1. Customer will be responsible for all expenses incurred by Prodagio. Customer will pay all project-related expenses incurred at actual cost.

10.3. Payment Terms:

- 10.3.1. County of Riverside will be billed upon milestone completion as defined in Acceptance Criteria section of SOW
- 10.3.2. Payment terms are Net 45 days from the date of Prodagio Software invoices with signed deliverable document.
- 10.3.3. All pricing is in US Dollars (USD)

11. Assumptions: Contractor has relied on the assumptions contained in this SOW to establish the project schedule and to commit to the pricing described herein. Any failure of, or alteration to, any assumption may result in an increase or decrease to the price charged and/or a change to the project schedule or staffing. Customer agrees to make commercially reasonable efforts to ensure assumptions occur as indicated or customer agrees to amend this Schedule to account for the impact on Contractor of the failure of, or alteration to, an assumption.

11.1. Customer Resources and Responsibilities:

- 11.1.1. The customer will provide a single contact for project management and coordination of both business and technical personnel.
- 11.1.2. All issues will initially be investigated internally by customer and reported to the customer's designated Project Manager. Once customer's initial investigation is completed, if issues remain unresolved, customer may raise these issues to Contractor through their designated Project Manager mentioned above. Customer shall provide all information arising out of customer's initial investigation to Contractor.
- 11.1.3. Customer will provide technical subject matter experts conversant with customer standards, who will be responsible for maintaining, supporting, and designing all non-Prodagio Software solution components such as user desktop operating systems, web browsers, and/or miscellaneous components such as Java or Flash versions.
- 11.1.4. Customer will provide Contractor resource(s) with a conference room with speakerphone, whiteboard, video projector and broadband internet access while onsite at customer facility during the onsite project kick off and workshop, onsite training, and initial onsite UAT support. The access may be provided via a wired or wireless connection.

11.2. Prodagio Solution Scope:

- 11.2.1. System functionality is based on out-of-the-box Prodagio Contract and Vendor Self Service (VSS) functionality. The system will be configured to fit the customer's business requirements within the context of the standard products' capabilities.
- 11.2.2. Prodagio Contract will be set up to authenticate COR Prodagio Contract cloud users via COR's LDAP/active directory user ID and password combination.
- 11.2.3. The scope of the work excludes delivery of any custom reports.
- 11.2.4. All workflows will be configured by Contractor using the automated checklist and/or the ad hoc workflow features within the Prodagio Contract application.
- 11.2.5. Contractor will configure the customer's test (if applicable) and production instances of the Prodagio Contract application according to the agreed upon design approved in the Prodagio Contract Design Configuration Guide. If changes to this configuration are requested by the customer before the end of UAT, Contractor will review the change request and advise the customer of potential impacts including but not limited to, additional Contractor Professional Services effort required to implement the requested change(s), additional retesting effort from the customer and schedule impacts. Both Parties will work together to evaluate if the requested change can be implemented within the timeline of the project schedule as defined in section 9 above. If because of the nature of the request change and associated impact, material deviations to the schedule result from the implementation, testing or production migration of such changes, additional Contractor Professional Services efforts and costs may be required and will be quoted to the customer. These additional efforts would fall outside the scope of this SOW.

11.3. Implementation Assumptions:

- 11.3.1. All software/materials will be provided in the English language unless otherwise specified.

- 11.3.2. The services outlined in this SOW, and associated costs and timelines are based on being implemented in a single, contiguous project. If any of the in-scope functionality is implemented not as part of this project, but at a future time after go-live, a new SOW will be required and additional fees may apply.
- 11.3.2.1. In the event of work stoppages three weeks or more in duration, Contractor project team members may be switched out with alternative resources.
- 11.3.3. All initial setup and configuration will be performed at Contractor's systems integration laboratory located in Houston, TX.
- 11.3.4. Except for work performed onsite, all services under this SOW are expected to be performed during regular business days and hours (e.g. Monday – Friday; 8:00 am – 5:00 PM (CT), excluding holidays).
- 11.3.5. All documentation, including but not limited to the product documentation, Prodagio Contract Design Configuration Guide, training materials, etc., will follow the standard Prodagio format and content. Customer specific requirements for other documentation formats will result in additional costs and/or extension to the project plan.
- 11.3.6. Document scan capture and indexing is not in the scope of services listed in this SOW.
- 11.3.7. All Services detailed in this Work Order shall be performed at customer's direction on a fixed fee basis. Contractor will make commercially reasonable best efforts to provide Professional Services in a timely manner but makes no representation as to the specific response times and/or individuals providing support.
- 11.3.8. It is assumed that this fixed fee implementation will not exceed 120 total business days from the project's effective date..

12. Out of Scope: The following configuration services are out of scope for the hours quoted in this SOW, but can be completed by Contractor's Professional Services group under a separate SOW:

- 12.1. Custom reports**
12.1.1. COR will be able to create and save their own ad hoc reports through Prodagio's Advanced Search feature.
- 12.2. External system integration**
- 12.3. Scan capture software configuration and installation**

13. Change Requests: If a change is requested by the customer that significantly alters the plan or strategy, that change request will be delivered to the Contractor Project Manager in writing. The Contractor Project Manager will respond to the change request within 6 working days with a description of any impact including impacts to the project timeline or any additional costs. The customer will have up to a maximum of 10 consecutive business days after receiving the Contractor Project Manager's change order to approve or reject the change(s).

- 13.1.** If the impacts are accepted, the customer project sponsor will notify the Contractor Project Manager in writing. This notification will be considered as approval to implement the change.

Dispute Resolution: In the event of any dispute, the parties shall first attempt to resolve the dispute at the Project Manager level, or his/her equivalent. If the dispute is not resolved at this level within 5 business days of the date the other party is first informed of the dispute in writing in the form of an MS Word document, the parties

14. Pricing, Payment and Delivery

Address Information:			
Billing Information:		Customer/Project Site Information:	
Company:	Gimmel LLC	Company:	County of Riverside
Address:	24 Greenway Plaza, Suite 1000 Houston, TX 77046	Address:	
Contact:		Contact:	Barry Tantlinger
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	btantlin@riversidedpss.org

Price, Payment, & Delivery				
Hourly Rate:	Estimated No. Hours:	Engagement Total:	Date SOW Assembled:	Estimated Start Date:
N/A	N/A	\$77,000.00 (with travel costs)	11/10/2014	1/26/2015

The aforementioned Implementation Services will be provided on a **fixed fee milestone** basis.

Payment is due to as defined by the following terms:

- **County of Riverside** will be billed upon milestone completion as defined in Acceptance Criteria section of SOW
- Payment terms are Net 45 days from the date of invoices
- All pricing is in US Dollars (USD)

Appendix I. COR Data Model Configuration Updates: This appendix provides the input detailed data model configuration updates that COR has requested to be implemented as part of the Prodagio Contract upgrade project. The following data model updates were created and provided to Contractor on 6/11/2014.

A. Text Font Color Key:

Description Of Font Text Colors:	
No Change	
New Field or Change To Existing Field	
Remove Field From User Display	

B. Services Contract Data Model Updates Defined:

SC - Service Contract Data Model		
Field Name	Data Type	Tab

Contract Number	Text (Read Only)	General Information
Category	DDL	General Information
Service Description	Text (48)	General Information
Active Assignment	DDL	General Information
Assignment Status	DDL	General Information
Contract Status	DDL	General Information
Is Signed	DDL	General Information
Monitoring Status	DDL	
Documents Type	Read Only	General Information
Fiscal Year	Text (5)	General Information
Division	DDL	General Information
Program	DDL	General Information
Requestor	Text (50)	General Information
Assigned Analyst	DDL	General Information
Date Assigned	Date	General Information
Comments	Text (100)	General Information
Reporting	DDL	General Information

Field Name	Data Type	Comments / Default Value / List Name	Tab
MRA	Number (\$) (11)	Mandatory	Terms

Budget Type	DDL	Data Type	Multi Value	Required	Terms
PO # Year 1	Text (10)	DDL		Yes	Terms
PO # Year 2	Text (10)				Terms
PO # Year 3	Text (10)				Terms
Contract Start Date	Date	Mandatory			Terms
Contract End Date	Date	Mandatory			Terms
Contract Aggregate End Date	Date	Ticket 4155 - no longer mandatory			Terms
Renewal #	DDL	0, 1, 2, 3, 4, Perp			Terms

Vendor				
Field Name	Data Type	Multi Value	Required	
Vendor Name	DDL		Yes	
DBA				
Vendor Signature Name	Text (50)		Yes	Vendor
Vendor Signature Title	Text (50)		Yes	Vendor
Vendor Contact Name	Text (50)			Vendor
Vendor Contact Title	Text (50)			Vendor
Vendor Contact Phone Number	Text (12)			Vendor
Vendor Contact Email	Text (50)			Vendor
Vendor Address	Text (50)			Vendor
Vendor City	Text (50)			Vendor
Vendor State	DDL			Vendor
Vendor Zip	Number (10)			Vendor
Vendor 2nd Address	Text (50)			Vendor
Vendor 2nd City	Text (50)			Vendor
Vendor 2nd State	DDL			Vendor
Vendor 2nd Zip	Number (10)			Vendor
Vendor 3rd Address	Text (50)			Vendor
Vendor 3rd City	Text (50)			Vendor
Vendor 3rd State	DDL			Vendor
Vendor 3rd Zip	Number (10)			Vendor

Field Name	Data Type	Multi Value	Required	Tab
Date Archived	Date			Archive
Box id	Text (8)			Archive

Monitoring				
Field Name	Data Type	Multi Value	Required	Tab
Monitoring Required	DDL		Yes	Monitoring

Monitoring Type	DDL			Monitoring
Monitoring Status	DDL			Monitoring
Monitoring Assigned Staff	Text (50)			Monitoring
Monitoring Date	Date			Monitoring
Monitoring Report Draft By	Date			Monitoring
Monitoring Report Internal Route By	Date			Monitoring
Date Completed/Mailed	Date			Monitoring

Insurance				
Field Name	Data Type	Multi Value	Tab	
Completed Insurance Verification	DDL		Insurance	
Commercial Ins Verified	DDL		Insurance	
Commercial Ins Policy Number	Text (50)		Insurance	
Commercial Ins Carrier	Text (50)		Insurance	
Commercial Ins AM Best Rating	Text (10)		Insurance	
Commercial Ins Effective Date	Date		Insurance	
Commercial Ins Expiration Date	Date		Insurance	
Commercial Ins Coverage Amount	Number (\$)		Insurance	
Letter Sent	DDL		Insurance	
Date Sent	Date		Insurance	
Workers Comp Verified	DDL		Insurance	
Workers Comp Policy Number	Text (50)		Insurance	
Workers Comp Carrier	Text (50)		Insurance	
Workers Comp AM Best Rating	Text (10)		Insurance	
Workers Comp Effective Date	Date		Insurance	
Workers Comp Expiration Date	Date		Insurance	
Workers Comp Coverage Amount	Number (\$)		Insurance	
Letter Sent	DDL		Insurance	
Date Sent	Date		Insurance	
Auto Ins Verified	DDL		Insurance	
Auto Ins Policy Number	Text (50)		Insurance	
Auto Ins Carrier	Text (50)		Insurance	
Auto Ins AM Best Rating	Text (10)		Insurance	
Auto Ins Effective Date	Date		Insurance	

Auto Ins Expiration Date	Date		Insurance
Auto Ins Coverage Amount	Number (\$)		Insurance
Letter Sent	DDL		Insurance
Date Sent	Date		Insurance
Professional Liability Verified	DDL		Insurance
Professional Liability Policy Number	Text (50)		Insurance
Professional Liability Carrier	Text (50)		Insurance
Professional Liability AM Best Rating	Text (10)		Insurance
Professional Liability Effective Date	Date		Insurance
Professional Liability Expiration Date	Date		Insurance
Professional Liability Coverage Amount	Number (\$)		Insurance
Letter Sent	DDL		Insurance
Date Sent	Date		Insurance
Additional Insured	DDL		Insurance
Letter Sent	DDL		Insurance
Date Sent	Date		Insurance
Waiver Subrogation	Boolean (Checkbox)		Insurance
Letter Sent	DDL		Insurance
Date Sent	Date		Insurance
Fidelity Bond			Delete this and related items from all types

Funding Source

Field Name	Data Type	Multi Value	Tab
Federal Funding %	Number (%)		Funding Source
State Funding %	Number (%)		Funding Source
County Funding %	Number (%)		Funding Source
Realignment Funding %	Number (%)		Funding Source
Other Funding %	Number (%)		Funding Source

C. MOU Data Model Updates Defined:

MOU Data Model

General Information				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type	General Information
Category	DDL		(categories from the workbook)	General Information
Service Description	Text	Yes	renamed "Document Title" from default list	General Information
Active Assignment	DDL	Yes	Yes/No - default to Yes	General Information
Assignment Status	DDL			General Information
Contract Status	DDL			General Information
Is Signed	DDL		Yes/No	General Information
Monitoring Status	DDL			
Documents Type	Read Only	Yes		General Information
Fiscal Year	Text	Yes	Mask NN-NN	General Information
Division	DDL	Yes	Needed For Auto numbering (AA, CS,CW,AS,HO) - Mandatory	General Information
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other	General Information
Requestor	Text			General Information
Assigned Analyst	DDL	Yes		General Information
Date Assigned	Date	Yes		General Information
Comments	Text (Large)	NO	Ticket 4153 - no longer mandatory	General Information
Reporting	DDL		Weekly, Monthly, Quarterly, Annually	General Information

Monitoring

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Monitoring Required	DDL	Yes	Yes, No	Monitoring
Monitoring Type	DDL		Desk, In-person, Null	Monitoring
Monitoring Status	DDL		Same list as Document Status	Monitoring
Monitoring Assigned Staff	Text (50)			Monitoring
Monitoring Date	Date			Monitoring
Monitoring Report Draft By	Date			Monitoring
Monitoring Report Internal Route By	Date			Monitoring
Date Completed/Mailed	Date			Monitoring

Terms

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
MRA	Number (\$)	Yes	Mandatory	Terms
Budget Type	DDL			Terms
Contract Start Date	Date	Yes	Mandatory	Terms
Contract End Date	Date	Yes	Mandatory	Terms
Contract Aggregate End Date	Date	No	Ticket 4155 - no longer mandatory	Terms
Renewal #	DDL		0, 1, 2, 3, 4, Perp	Terms

Vendor				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Vendor Name	DDL	Yes	Needed Autofile - Mandatory	Vendor
Vendor Signature Name	Text (50)	Yes	Ticket 4156 - expand to 50 char	Vendor
Vendor Signature Title	Text (50)	Yes		Vendor
Vendor Contact Name	Text (50)			Vendor
Vendor Contact Title	Text (50)			Vendor
Vendor Contact Phone Number	Text (12)		Format xxx-xxx-xxxx	Vendor
Vendor Contact Email	Text (50)			Vendor
Vendor Address	Text (50)			Vendor
Vendor City	Text (50)			Vendor
Vendor State	DDL		Use standard two character list	Vendor
Vendor Zip	Number (10)			Vendor

Archive				
Field Name	Type	Comments		
Date Archived	Date			Archive
Box id	Text (8)			Archive

Funding Source				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Federal Funding %	Number (%)			Funding Source
State Funding %	Number (%)			Funding Source
County Funding %	Number (%)			Funding Source
Realignment Funding %	Number (%)			Funding Source
Other Funding %	Number (%)			Funding Source

D. Operational Agreement Data Model Updates Defined:

Operational Agreement Data Model

General Information			
Field Name	Data Type	Required	Comments / Default Value / List Name
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type
Category	DDL		(categories from the workbook)
Service Description	Text (48)	Yes	renamed "Document Title" from default list
Active Assignment	DDL	Yes	Yes/No - default to Yes
Assignment Status	DDL		
Contract Status	DDL		
Is Signed	DDL		Yes/No
Monitoring Status	DDL		
Documents Type	Read Only	Yes	
Fiscal Year	Text (5)	Yes	Mask NN-NN
Division	DDL	Yes	Needed For Auto numbering (AA, CS, CW, AS, HO) - Mandatory
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other
Requestor	Text (50)		
Assigned Analyst	DDL	Yes	
Date Assigned	Date	Yes	
Comments	Text (100)	No	Ticket 4153 - no longer mandatory
Reporting	DDL		Weekly, Monthly, Quarterly, Annually

Terms			
Field Name	Data Type	Required	Comments / Default Value / List Name
IMRA	Number (\$) (11)	Yes	Mandatory
PO # Year 1	Text (10)		
PO # Year 2	Text (10)		
PO # Year 3	Text (10)		
Contract Start Date	Date	Yes	Mandatory
Contract End Date	Date	Yes	Mandatory
Contract Aggregate End Date	Date	No	Ticket 4155 - no longer mandatory
Renewal #	DDL		0, 1, 2, 3, 4, Perp

Vendor

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Vendor Name	DDL	Yes	Needed Autofile - Mandatory	Vendor
Vendor Signature Name	Text (50)	Yes		Vendor
Vendor Signature Title	Text (50)	Yes		Vendor
Vendor Contact Name	Text (50)			Vendor
Vendor Contact Title	Text (50)			Vendor
Vendor Contact Phone Number	Text (12)		Format xxx-xxx-xxxx	Vendor
Vendor Contact Email	Text (50)			Vendor
Vendor Address	Text (50)			Vendor
Vendor City	Text (50)			Vendor
Vendor State	DDL		Use standard two character list	Vendor
Vendor Zip	Number (10)			Vendor
Vendor 2nd Address	Text (50)			Vendor
Vendor 2nd City	Text (50)			Vendor
Vendor 2nd State	DDL		Use standard two character list	Vendor
Vendor 2nd Zip	Number (10)			Vendor
Vendor 3rd Address	Text (50)			Vendor
Vendor 3rd City	Text (50)			Vendor
Vendor 3rd State	DDL		Use standard two character list	Vendor
Vendor 3rd Zip	Number (10)			Vendor
Archive				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Date Archived	Date			Archive
Box id	Text (8)			Archive

Monitoring

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Monitoring Required	DDL	Yes	Yes, No	Monitoring
Monitoring Type	DDL		Desk, In-person, Null	Monitoring
Monitoring Status	DDL		Same list as Document Status	Monitoring
Monitoring Assigned Staff	Text (50)			Monitoring
Monitoring Date	Date			Monitoring
Monitoring Report Draft By	Date			Monitoring
Monitoring Report Internal Route By	Date			Monitoring
Date Completed/Mailed	Date			Monitoring

Insurance

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Completed Insurance Verification	DDL			Insurance

Commercial Ins Verified	DDL				
Commercial Ins Policy Number	Text (50)			Add insurance company specific contact info in to "Contacts" section of application	Insurance
Commercial Ins Carrier	Text (50)				Insurance
Commercial Ins AM Best Rating	Text (10)				Insurance
Commercial Ins Effective Date	Date				Insurance
Commercial Ins Expiration Date	Date				Insurance
Commercial Ins Coverage Amount	Number (\$)				Insurance
Letter Sent	DDL			Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date				Insurance
Workers Comp Verified	DDL				Insurance
Workers Comp Policy Number	Text (50)			Add insurance company specific contact info in to "Contacts" section of application	Insurance
Workers Comp Carrier	Text (50)				Insurance
Workers Comp AM Best Rating	Text (10)				Insurance
Workers Comp Effective Date	Date				Insurance
Workers Comp Expiration Date	Date				Insurance
Workers Comp Coverage Amount	Number (\$)				Insurance
Letter Sent	DDL			Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date				Insurance
Auto Ins Verified	DDL				Insurance
Auto Ins Policy Number	Text (50)			Add insurance company specific contact info in to "Contacts" section of application	Insurance
Auto Ins Carrier	Text (50)				Insurance
Auto Ins AM Best Rating	Text (10)				Insurance
Auto Ins Effective Date	Date				Insurance
Auto Ins Expiration Date	Date				Insurance
Auto Ins Coverage Amount	Number (\$)				Insurance
Letter Sent	DDL			Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date				Insurance
Professional Liability Verified	DDL				Insurance
Professional Liability Policy Number	Text (50)			Add insurance company specific contact info in to "Contacts" section of application	Insurance
Professional Liability Carrier	Text (50)				Insurance
Professional Liability AM Best Rating	Text (10)				Insurance
Professional Liability Effective Date	Date				Insurance
Professional Liability Expiration Date	Date				Insurance

Professional Liability Coverage Amount	Number (\$)			Insurance
Letter Sent	DDL		Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date			Insurance
Additional Insured				
Letter Sent	DDL			Insurance
Date Sent	DDL		Letter 1, Letter 2, Letter 3	Insurance
	Date			Insurance
Waiver Subrogation				
Letter Sent	Boolean (Checkbox)			Insurance
Date Sent	DDL		Letter 1, Letter 2, Letter 3	Insurance
	Date			Insurance

Funding Source

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Federal Funding %	Number (%)			Funding Source
State Funding %	Number (%)			Funding Source
County Funding %	Number (%)			Funding Source
Realignment Funding %	Number (%)			Funding Source
Other Funding %	Number (%)			Funding Source

E. Form 11 Data Model Updates Defined:

Form 11 Data Model

General Information				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Agenda Number	Text	Yes	This is a provided number and would replace auto-generated contract number	General Information
Date Approved	Date		Ticket 4177 - moved field	General Information
Project BOS Date	Date	yes		General Information
Category	DDL		(categories from the workbook)	General Information
Service Description	Text	yes	renamed "Document Title" from default list	General Information
Status	DDL	Yes	Same as Document Status	General Information
Active Assignment	DDL	Yes	Yes/No - default to Yes	General Information
Documents Type	Read Only	Yes		General Information
Fiscal Year	Text	Yes	Mask NN-NN	General Information
Division	DDL	Yes	Needed For Auto numbering (AA, CS,CW,AS,HO) - Mandatory	General Information
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other	General Information
Requestor	Text			General Information
Assigned Analyst	DDL	Yes		General Information
Date Assigned	Date	Yes		General Information
Comments	Text (Large)	No	Ticket 4153 - no longer mandatory	General Information
Renewal #	DDL		0, 1, 2, 3, 4, Perp	General Information

Vendor				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Vendor Name	DDL	No	Needed Autofile - Mandatory	Vendor
Contract Type	Text (50)			Vendor

Archive				
Field Name	Type		Comments	Tab
Date Archived	Date			Archive
Box id	Text (8)			Archive

Funding Source				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab

Federal Funding %	Number (%)		Funding Source
State Funding %	Number (%)		Funding Source
County Funding %	Number (%)		Funding Source
Realignment Funding %	Number (%)		Funding Source
Other Funding %	Number (%)		Funding Source
MRA	Number (\$)		Funding Source
District Number	Toss-across		Funding Source

F. RFP Data Model Updates Defined:

RFP Data Model

General Information				Tab
Field Name	Data Type	Required	Comments / Default Value / List Name	General Information
RFP Number	Text	Yes	This is a provided number and would replace Contract Number (display) - Mandatory	General Information
Service Description	Text	Yes	renamed "Document Title" from default list	General Information
Category	DDL		(categories from the workbook)	General Information
Status	DDL	Yes	New, Work in Progress, On Hold, Cancelled, Partially Executed, Fully Executed, Complete, Other	General Information
Active	DDL	Yes	Yes/No - default to Yes	General Information
Documents Type	Read Only	Yes		General Information
Fiscal Year	Text	Yes	Mask NN-NN	General Information
Funding Source	Text			General Information
Division	DDL	Yes	Needed For Auto numbering (AA, CS, CW, AS, HO) - Mandatory	General Information
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other	General Information
Requestor	Text			General Information
Assigned Analyst	DDL	Yes		General Information
Date Assigned	Date	Yes		General Information
Comments	Text (Large)	No	Ticket 4153 - no longer mandatory	General Information

RFP Key Dates

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
RFP Questions Due by	Date			RFP Key Dates
RFP Draft Completed by	Date			RFP Key Dates
Routing Completed by	Date			RFP Key Dates
RFP Release	Date			RFP Key Dates
RFP Close	Date			RFP Key Dates

RFP Pre Eval Mtg	Date		RFP Key Dates
RFP Eval/Score Mtg	Date		RFP Key Dates
RFP Final Recmnd	Date		RFP Key Dates

Archive			
Field Name	Type	Comments	Tab
Date Archived	Date		Archive
Box id	Text (8)		Archive

Funding Source			
Field Name	Data Type	Required	Comments / Default Value / List Name
Federal Funding %	Number (%)		Funding Source
State Funding %	Number (%)		Funding Source
County Funding %	Number (%)		Funding Source
Realignment Funding %	Number (%)		Funding Source
Other Funding %	Number (%)		Funding Source

G. Attachment Data Model Updates Defined:

Attachments Data Model

General Information						
Field Name	Data Type	Multi Value	Required	Control Type	Comments / Default Value / List Name	Tab
Attachment Name	Text					General Information
Attachment Number	Default					General Information
Attachment Category	DDL					General Information
Attachment Sub-Category	DDL					General Information
Attachment Status	DDL				New, Work in Progress, On Hold, Cancelled, Partially Executed, Fully Executed, Complete, Other	General Information
Amount	Number (\$) (11)					General Information
Start Date	Date					General Information
Fiscal Year	Text (5)				Mask NN-NN - This should work like on a contract but doesn't	General Information
Effective Date	Date					General Information
End Date	Date					General Information
Modified By	Auto					General Information
Modified Date	Date					General Information

Funding Source

Field Name	Data Type	Multi Value	Required	Control Type	Comments / Default Value / List Name	Tab
Federal Funding %	Number (%)					Funding Source
State Funding %	Number (%)					Funding Source
County Funding %	Number (%)					Funding Source
Realignment Funding %	Number (%)					Funding Source
Other Funding %	Number (%)					Funding Source

Monitoring

Field Name	Data Type	Multi Value	Required	Control Type	Comments / Default Value / List Name	Tab
Monitoring Required	DDL		Yes		Yes, No	Monitoring
Monitoring Type	DDL				Desk, In-person, Null	Monitoring
Monitoring Status	DDL				Same list as Document Status	Monitoring
Monitoring Assigned Staff	Text (50)					Monitoring
Monitoring Date	Date					Monitoring
Monitoring Report Draft By	Date					Monitoring
Monitoring Report Internal Route	Date					Monitoring
Date Completed/Mailed	Date					Monitoring

H. Amendment Data Model Updates Defined:

Amendment Contract Data Model

General Information				Tab
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type	General Information
Category	DDL		(categories from the workbook)	General Information
Service Description	Text (48)	Yes	renamed "Document Title" from default list	General Information
Assigned Analyst	DDL	Yes		General Information
Assignment Status	DDL		Yes/No - default to Yes	General Information
Contract Status	DDL			General Information
Documents Type	Read Only	Yes		General Information
Fiscal Year	Text (5)	Yes	Mask NN-NN	General Information
Funding Source	Text			General Information
Division	DDL	Yes	Needed For Auto numbering (AA, CS,CW,AS,HO) - Mandatory	General Information
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other	General Information
Requestor	Text (50)			General Information
Assigned Analyst	DDL	Yes		General Information
Date Assigned	Date	Yes		General Information
Effective Date	Date			General Information
Comments	Text (100)	No		General Information

I. Maintenance Data Model Updates Defined:

Maintenance Contract Data Model

General Information			
Field Name	Data Type	Required	Comments / Default Value / List Name
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type
Category	DDL		(categories from the workbook)
Service Description	Text (48)	Yes	renamed "Document Title" from default list
Maintenance Type	DDL		DDL - Software, SaaS, Computer Hardware, Copiers?
Active Assignment	DDL	Yes	Yes/No - default to Yes
Assignment Status	DDL		
Contract Status	DDL		
Is Signed	DDL		Yes/No
Monitoring Status	DDL		
Documents Type	Read Only	Yes	
Fiscal Year	Text (5)	Yes	Mask NN-NN
Division	DDL	Yes	Needed For Auto numbering (AA, CS, CW, AS, HO) - Mandatory
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other
Requestor	Text (50)		
Assigned Analyst	DDL	Yes	
Date Assigned	Date	Yes	
Comments	Text (100)	No	Ticket 4153 - no longer mandatory

Terms			
Field Name	Data Type	Required	Comments / Default Value / List Name
MRA	Number (\$) (11)	Yes	Mandatory
PO # Year 1	Text (10)		
Contract Start Date	Date	Yes	Mandatory
Contract End Date	Date	Yes	Mandatory
Contract Aggregate End Date	Date	No	Ticket 4155 - no longer mandatory
Renewal #	DDL		0, 1, 2, 3, 4, Perp

Vendor			
Field Name	Data Type	Required	Comments / Default Value / List Name
Vendor Name	DDL	Yes	Needed Autofile - Mandatory
DBA			
Vendor Signature Name	Text (50)	Yes	Ticket 4156 - expand to 50 char

Vendor Signature Title	Text (50)	Yes		Vendor
Vendor Contact Name	Text (50)			Vendor
Vendor Contact Title	Text (50)			Vendor
Vendor Contact Phone Number	Text (12)		Format xxx-xxx-xxxx	Vendor
Vendor Contact Email	Text (50)			Vendor
Vendor Address	Text (50)			Vendor
Vendor City	Text (50)			Vendor
Vendor State	DDL		Use standard two character list	Vendor
Vendor Zip	Number (10)			Vendor
Archive				
Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Date Archived	Date			Archive
Box id	Text (8)			Archive

Monitoring - DO WE NEED THIS?

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Monitoring Required	DDL	Yes	Yes, No	Monitoring
Monitoring Type	DDL		Desk, In-person, Null	Monitoring
Monitoring Status	DDL		Same list as Document Status	Monitoring
Monitoring Assigned Staff	Text (50)			Monitoring
Monitoring Date	Date			Monitoring
Monitoring Report Draft By	Date			Monitoring
Monitoring Report Internal Route By	Date			Monitoring
Date Completed/Mailed	Date			Monitoring

Insurance

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Completed Insurance Verification	DDL			Insurance
Commercial Ins Verified	DDL			Insurance
Commercial Ins Policy Number	Text (50)		Add insurance company specific contact info in to "Contacts" section of application	Insurance
Commercial Ins Carrier	Text (50)			Insurance
Commercial Ins AM Best Rating	Text (10)			Insurance
Commercial Ins Effective Date	Date			Insurance
Commercial Ins Expiration Date	Date			Insurance
Commercial Ins Coverage Amount	Number (\$)			Insurance
Letter Sent	DDL		Letter 1, Letter 2, Letter 3	Insurance

Date Sent	Date					Insurance
Workers Comp Verified	DDL				Add insurance company specific contact info in to "Contacts" section of application	Insurance
Workers Comp Policy Number	Text (50)					Insurance
Workers Comp Carrier	Text (50)					Insurance
Workers Comp AM Best Rating	Text (10)					Insurance
Workers Comp Effective Date	Date					Insurance
Workers Comp Expiration Date	Date					Insurance
Workers Comp Coverage Amount	Number (\$)					Insurance
Letter Sent	DDL				Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date					Insurance
Auto Ins Verified	DDL					Insurance
Auto Ins Policy Number	Text (50)				Add insurance company specific contact info in to "Contacts" section of application	Insurance
Auto Ins Carrier	Text (50)					Insurance
Auto Ins AM Best Rating	Text (10)					Insurance
Auto Ins Effective Date	Date					Insurance
Auto Ins Expiration Date	Date					Insurance
Auto Ins Coverage Amount	Number (\$)					Insurance
Letter Sent	DDL				Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date					Insurance
Additional Insured	DDL					Insurance
Letter Sent	DDL				Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date					Insurance
Waiver Subrogation	Boolean (Checkbox)					Insurance
Letter Sent	DDL				Letter 1, Letter 2, Letter 3	Insurance
Date Sent	Date					Insurance
Fidelity Bond					Delete this and related items from all types	

Funding Source

Field Name	Data Type	Required	Comments / Default Value / List Name	Tab
Federal Funding %	Number (%)			Funding Source
State Funding %	Number (%)			Funding Source

County Funding %	Number (%)		Funding Source
Realignment Funding %	Number (%)		Funding Source
Other Funding %	Number (%)		Funding Source

J. Procurement Data Model Updates Defined:

Procurement Data Model - used to capture one-time buys

General Information				Tab
Field Name	Data Type	Required	Comments / Default Value / List Name	General Information
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type	General Information
Category	DDL		(categories from the workbook)	General Information
Fiscal Year	Text (5)	Yes	Mask NN-NN	General Information
Vendor Name	DDL	Yes	Needed Autofile - Mandatory	Vendor
DBA				

K. Project Data Model Updates Defined:

Project Data Model

General Information				Tab
Field Name	Data Type	Required	Comments / Default Value / List Name	General Information
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type	General Information
Category	DDL		(categories from the workbook)	General Information
Service Description	Text (48)	Yes	renamed "Document Title" from default list	General Information
Active Assignment	DDL	Yes	Yes/No - default to Yes	General Information
Assignment Status	DDL			General Information
Resolution	DDL		Contract, RFP, Report, Cancelled	
Fiscal Year	Text (5)	Yes	Mask NN-NN	General Information
Division	DDL	Yes	Needed For Auto numbering (AA, CS,CW,AS,HO) - Mandatory	General Information
Program	DDL		CAPIT/PSSF, FPC, FRCs, HUD, IT, PA, SDD, TLR, Other	General Information
Requestor	Text (50)			General Information
Assigned Analyst	DDL	Yes		General Information
Date Assigned	Date	Yes		General Information
Comments	Text (100)	No	Ticket 4153 - no longer mandatory	General Information

L. Reference Data Model Updates Defined:

Information for reference only - notes taken during workshop

Common Metadata

General Information									
Field Name	Data Type	Required	Comments / Default Value / List Name	All	SC	MOU	Board	RFP	
Contract Number	Text (Read Only)	Yes	Auto-assigned based on Contract Type		X	X	X	X	
Category	DDL		(categories from the workbook)	X	X	X	X	X	
Status	DDL	Yes	New, Work in Progress, On Hold, Cancelled, Partially Executed, Fully Executed, Complete, Other	X	X	X	X	X	
Documents Type	Read Only	Yes		X	X	X	X	X	
Fiscal Year	Text	Yes	Mask NN/NN	X	X	X	X	X	
Funding Source	Text	Yes		X	X	X	X	X	
Program	DDL	Yes	Needed For Auto numbering (AA, CS,CW,AP,HO) - Mandatory	X	X	X	X	X	
Program Category	DDL		CAPIT/PSSF, FRCs, IT, PA, SDD, HU, Other	X	X	X	X	X	
Requestor	Text			X	X	X	X	X	
Assigned Analyst	DDL	Yes		X	X	X	X	X	
Date Assigned	Date	Yes		X	X	X	X	X	
Comments	Text (Large)	Yes		X	X	X	X	X	
Reporting	DDL		Weekly, Monthly, Quarterly, Annually	X	X	X	X	X	
Terms									
Field Name	Type	Comments	All	SC	MOU	Board	RFP		
MRA	Number (\$)			X	X	X	X		
PO # Year 1	Text	Yes		X	X	X	X		
PO # Year 2	Text			X	X	X	X		
PO # Year 3	Text			X	X	X	X		
Contract Start Date	Date	Yes		X	X	X	X		
Contract End Date	Date	Yes		X	X	X	X		
Contract Aggregate End Date	Date	Yes		X	X	X	X		
Vendor									
Field Name	Type	Comments	All	SC	MOU	Board	RFP		
Vendor Name	DDL	Yes		X	X	X	X		
Vendor Official Contact Name	Text	Yes		X	X	X	X		

Date: April 20, 2015
From: Susan von Zabern, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Prodagio Contract Cloud Subscription and implementation services

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

1. **Supply/Service being requested:** Prodagio Contract Cloud Subscription and implementation services
2. **Supplier being requested:** Gimmel Solutions/ Prodagio LLC
3. **Alternative suppliers that can or might be able to provide supply/service:** None. Gimmel LLC is the sole provider of Prodagio Contract. DPSS has been using Prodagio Contract since 2009.
4. **Extent of market search conducted:** None.

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

Gimmel's Prodagio Contract Management System provides DPSS a searchable repository to store and index all of its contracts, memoranda of understanding, Board motions, RFPs and related documents. Documents are created in Prodagio Contract through standardized templates and clauses. The system also has the ability to create reminders and obligations, and to route documents electronically for review. Since implementing the system in July, 2009, DPSS has created over 45,000 documents in the system. DPSS annually manages over 500 contracts; its Contracts unit has 240 active projects.

DPSS is requesting to move to Gimmel's Prodagio Contract Cloud Service and to buy 30 additional licenses. DPSS is also requesting to contract with Gimmel for professional services to make needed configuration updates and to train staff on new features and configurations.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**

Since implementing the system in July 2009, DPSS has created over 45,000 documents in the system. Switching costs would be prohibitive.

Moving to a cloud implementation will give DPSS access to features not available in its current on-premise installation. It will allow DPSS to purchase licenses with different levels of access (full users, approvers, read only) at varying prices; currently all licenses are priced as full users.

Moving to the cloud is also in alignment with the County's "mid to long term goal to move more production services into the Public Cloud," as stated in the County's Cloud Services Security Specification v 1.0, published 3/27/2014.

A cloud implementation will reduce the need for IT support, in this case from a system administrator and a database administrator. It will also eliminate the need to support an application server and an index server needed for on-premise installation.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

On April 25, 2008 County Purchasing on behalf of DPSS released Request for Proposal DPARC-095 for a contracts management system, mailing solicitations to 47 companies and advertising on County Purchasing website. Three proposals were received. Gimmel was the lowest priced and most responsive/responsible bidder. (At that time, the vendor was Imagitek LTD. Gimmel LLC acquired Imagitek on April 6, 2015.) At the time, DPSS purchased 50 Prodagio Contract licenses, followed by a purchase of 47 additional licenses in 2011.

Total purchase price is:

This is a summary of the costs through all renewal options including annual increase not to exceed 4.5%:

FY 15/16 (licensing and services)	Not exceed \$128,500
FY 16/17	\$53,818
FY 17/18	\$56,240
Total	\$238,558

A licensing comparison for the first year is:

	Current		Proposed	
	Count	Cost	Count	Cost
Annual Maintenance	97	\$248		
Full User Subscription			32	\$1,000
Approver Subscription			40	\$200
Read Only Subscription			55	\$100
Subtotal	97	\$24,056	127	\$45,500
Average user license cost		\$248		\$358.27
Web Request Portal				\$5,000
eSignature integration				\$1,000
1st year licensing total		\$24,056		\$51,500

By moving to the cloud, the average cost for a user license is increasing 44%; however, there is also significant added functionality that if purchased separately would cost more than the proposed contract price.

Professional services for this project are \$77,000. Gimmel's proposed professional services are billed at \$200 per hour. In their original bid in 2008, which was the lowest price bid received, services were \$175 per hour. Their hourly rate has increased 14.3% since 2008.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). There will be an ongoing subscription to Gimmel's cloud services.

9. **Period of Performance:** For one year from execution with two (2) one-year renewal options.

Susan von Zubern 4/22/15
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 56,650 - One time Annual Amount through May 30, 2018
(51,500 + 10% annually)

Lis. Brandt 5/19/15 15-534
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)