

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



ITEM  
3.16  
(ID # 3009)

MEETING DATE:

Tuesday, December 6, 2016

FROM: ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approve a Countywide Agreement with DHS Worldwide for proprietary software licenses, maintenance, and professional services for implementation of a records management system for five (5) years, without seeking competitive bids. [Districts: All] [Total Cost: \$522,828]; ACR/RMAP Revenue 23%, DPSS 58%, and other departments 19%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Countywide Agreement with DHS Worldwide for proprietary software licenses, maintenance, and professional services for implementation of a records management system without seeking competitive bids through June 30, 2021 for an aggregate amount not to exceed \$522,828; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 292,293	\$ 31,671	\$ 522,828	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RMAP Revenue, DPSS and Other Department Budgets as services are rendered			Budget Adjustment:	No
			For Fiscal Year: 16/17 – 20/21	

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit  
Date: December 6, 2016  
xc: ACR, Purchasing

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

3.16

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

**BACKGROUND:**

**Summary**

The Assessor-County Clerk-Recorder (ACR) needs to replace its current records management tracking system to meet the growing demand for archive management and to maintain consistency within the County in regards to records management.

The Records Management and Archives Program (RMAP) Division provides a wide-range of information management and archives services to County departments. RMAP consists of four major service areas: professional records management services; document scanning services; records storage and destruction services; and the County Archives, which identifies, preserves, and makes available to the public County records of enduring value. RMAP continues to develop record keeping standards and operate cost efficient record storage facilities.

The ACR continues to advance in its commitment to support the County's paper-lite goals by switching to new records management software that maintains data history (in conjunction with other trusted systems requirements). The Records Center currently uses a SQL database ("RS-SQL") that does not provide the functionality and services that ACR requires. DHS Worldwide software called Total Recall supports numerous out-of-the-box features that will streamline data entry while ensuring consistency, accuracy and data continuity over time. Easy search capabilities and statistical tracking will facilitate customer service, and improve both administration and operational functions. These features will allow the Records Management and Archives Program to reduce its reliance on a paper backup system, reduce labor costs associated with data entry, improve data sharing, streamline billing and reduce annual operating costs. The cost to replace their current system and covering five years of maintenance is \$120,719.

In compliance with Board Policy H-11 (Acquisition and Management of Information Systems and Services), a request was submitted and approved by the Technology Riverside County Technology Standards & Oversight Committee (TSOC) to adopt Total Recall, the proprietary software of DHS Worldwide Records Management, as the county standard for records management software and services.

The requested Board approval of the agreement with DHS Worldwide Records Management will provide for utilization of the contract agreement for the ACR as well as for any county department or agency for their records management needs. Currently, the Department of Public Social Services (DPSS) is seeking to utilize this contract, for \$302,109 to replace their current system and the requested aggregate contract amount includes sufficient allocation for DPSS and \$100,000 available for utilization by other county departments over the five-year period as services are rendered.

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**Impact on Residents and Businesses**

The citizens of Riverside County benefit from the efficiencies gained through the adoption of innovative technologies.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

**ACR Fiscal Information:**

First year implementation costs for this project is \$80,991 which includes conversion from RS-SQL, 12 Motorola portable scanner licenses, staff training and unlimited user system support up to 500,000 containers. The annual license/support fee is \$9,450. Initial project costs and ongoing support are shown below:

**ACR Annual Payments:**

<b>Description:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Software/License	56,916.00					56,916.00
Database Conversion	6,750.00					6,750.00
Training	7,875.00					7,875.00
Annual License Support & Maintenance	9,450.00	9,639.00	9,832.00	10,028.00	10,229.00	49,178.00
<b>Total Annual Costs</b>	<b>80,991.00</b>	<b>9,639.00</b>	<b>9,832.00</b>	<b>10,028.00</b>	<b>10,229.00</b>	<b>120,719.00</b>

**DPSS Fiscal Information:**

First year implementation costs for this project is \$211,302.00. The annual license/support fee is \$21,600.00. Initial project costs and ongoing support are shown below:

**DPSS Annual Payments:**

<b>Description:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Software/License	118,827.00					118,827.00
Database Conversion	17,550.00					17,550.00
Enhancement (data warehouse)	44,550.00					44,550.00
Training	8,775.00					8,775.00
Annual License Support & Maintenance	21,600.00	22,032.00	22,473.00	22,922.00	23,380.00	112,407.00
<b>Total Annual Costs</b>	<b>211,302.00</b>	<b>22,032.00</b>	<b>22,473.00</b>	<b>22,922.00</b>	<b>23,380.00</b>	<b>302,109.00</b>

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**The total of the two departments is \$422,828 and \$100,000 will be available for utilization by other departments for a total potential contract expense of \$522,828 over the 5-year period.**

**Contract History and Price Reasonableness**

ACR purchased their current records management RS-SQL software from O'Neil Software for \$55,000 in 2001. The existing software does not provide the same information governance features and its annual maintenance is higher than the proposed new software. Taking into account, the standard CPI increase each year over 15 years, the replacement cost of O'Neil would exceed the purchase cost of Total Recall by Year 9.

Total Recall annual license fee for support & maintenance is \$9,450. Currently, ACR spends \$14,500 for the same with RS-SQL. This will reduce the annual maintenance and support cost by \$25,000 over the 5 year period. These cost savings demonstrate good stewardship of County public funds.

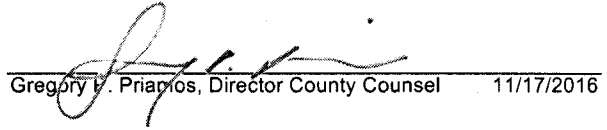
Total Recall pricing included a standard government discount, after negotiations the County received an additional 10% discount with DHS Worldwide that resulted in over \$39,892 dollars of reductions in pricing below those originally proposed. Annual maintenance price are fixed to the terms of the Agreement.

**REVIEW/APPROVAL:**

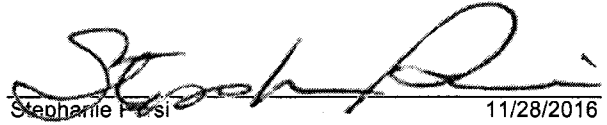
- In compliance with Board Policy H-11 (Acquisition and Management of Information Systems and Services), the Riverside County Technology Standards & Oversight Committee (TSOC) approved the DHS Worldwide Records Management Software called Total Recall as the standard County solution for Records Management Software and Services on 08/16/2016. H-11 Approval #: PR2016-03821
- County Purchasing reviewed and approved the Single Source Justification
- County Counsel reviewed and approved the Professional Services Agreement

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Lisa Brandt, Director of Purchasing and Fleet Services 11/17/2016

  
Gregory V. Priamos, Director County Counsel 11/17/2016

  
Neal R Kipnis, Deputy County Counsel IV 11/17/2016

  
Stephanie Pusi 11/28/2016

3009 12-6-16

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**RECORDS MANAGEMENT SYSTEM**

**between**

**COUNTY OF RIVERSIDE**

**and**

**DHS WORLDWIDE**



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This Agreement, made and entered into upon execution, by and between DHS Associates, Inc. (DBA: DHS Worldwide), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibits B and C, Scope of Services, consisting of four (4) pages each at the prices stated in Exhibit D, Payment Provisions, consisting of two (2) pages.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the commercially accepted standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of \$522,828 over the term of the agreement including all expenses. The total aggregate amount is divided among the following departments: DPSS \$120,719; ACR-RMAP \$302,109; Other Departments \$100,000. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare



invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to respective Department for which services were rendered:

**Riverside County Assessor Clerk Recorder**

County of Riverside Assessor-County Clerk-Recorder  
P.O. Box 751  
Riverside, CA 92502-0751

**Riverside County Department of Public Social Services**

Attn: Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-95882-001-06/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) In instances where software is electronically delivered the following language will be included on the invoice:  
“All products purchased are available via electronic download only. No tangible media or documentation will be available or shipped. Access to the products purchased and referenced on this invoice is in no way dependent upon any tangible media that may have been received prior to or separately from this purchase.”
- c) Invoices shall be rendered monthly in arrears.

**3.3** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such

alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change. Terms and conditions proposed or provided by COUNTY, including any contained on delivery dockets, purchase orders, or invoices, will not be part of or modify the terms and conditions of this Agreement and/or the Software License Agreement and will not be contractually binding on CONTRACTOR. In no case, will the Warranties and the Limitations of Liability specified in this Agreement/or the Software License Agreement or the obligations of CONTRACTOR be expanded by any other documentation.

## 5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference:

System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section are exclusive.

6. **Conduct of Contractor**

6.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

6.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

6.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7. **Inspection of Service; Quality Control/Assurance**

7.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

7.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

### 7.3 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 (Attachment II- Enhancement Request Form). 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.

## 8. Independent Contractor/Employment Eligibility

8.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**8.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**8.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**8.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**8.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**9. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**10. Disputes**

**10.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

**11. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**12. Use By Other 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. 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.

**13. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**14. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**15. Confidentiality**

**15.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**15.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**15.3** The CONTRACTOR is subject to and shall operate in compliance with 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 related laws and regulations promulgated subsequent thereto.

**16. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**RIVERSIDE COUNTY ASSESSOR CLERK RECORDER**

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

County of Riverside Assessor-County Clerk-Recorder  
P.O. Box 751  
Riverside, CA 92502-0751

**Invoices and other financial documents:**

County of Riverside Assessor-County Clerk-Recorder  
P.O. Box 751  
Riverside, CA 92502-0751

**RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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

County of Riverside Department of Public Social Services  
Contracts Administration Unit

P.O. Box 7789

Riverside, CA 92513

**Invoices and other financial documents:**

County of Riverside Department of Public Social Services

Management Reporting Unit

4060 County Circle Dr.

Riverside, CA 92503

**CONTRACTOR**

DHS Worldwide

563 Blanding Boulevard, Suite 3

Orange Park, FL 32073

**18. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**19. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**20. Hold Harmless/Indemnification**

**20.1** Subject to the limitation of liability specified in paragraph 20.5, CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or



representatives arising out of or in any way relating to this Agreement, related to property damage, bodily injury, or death. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

**20.5** CONTRACTOR'S total liability to COUNTY related to this agreement, including exhibits/ attachments, shall not exceed \$500,000.

**21. Insurance**

**21.1** 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. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 is 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 Insureds.

**E. General Insurance Provisions - All lines:**

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; 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 and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

## **22. General**

**22.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**22.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**22.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**22.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR

warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**22.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**22.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**22.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**22.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**22.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**22.11** This Agreement shall be governed by the laws of the Federal Court in the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or the US District Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**22.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By: 

John J. Benoit, Chairman  
Board of Supervisors

Dated: DEC 06 2016

DHS Worldwide

563 Blanding Boulevard, Suite 3  
Orange Park, FL 32073

By: 

Name: Chuck Sowers

Title: SVP

Dated: 9/2/16

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: 

Neal Kipnis,  
Deputy County Counsel

**EXHIBIT A**  
**SOFTWARE LICENSE AGREEMENT**

This software license agreement to the Professional Service Agreement, dated \_\_\_\_\_ (the "Master Agreement"), is between the County of Riverside, a political subdivision of the State of California (herein referred to as "County") and DHS Associates, Inc. (herein referred to as "Contractor").

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## 1. LICENSE

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

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

## 2. OWNERSHIP

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

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

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

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

2.5 COUNTY retains sole right to all client data and related documentation provide to the CONTRACTOR through the Software System. The CONTRACTOR shall not make available COUNTY data to any third party without the COUNTY's written consent, except as provided for by law.

## 3. COPYING RIGHTS

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

## 4. TRANSFERABILITY

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

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

## 5. MAINTENANCE AND SUPPORT

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

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

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

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

### 1. Levels of Support

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

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

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

### 2. Problem Response & Resolution Process

Support shall be provided 5:30am to 3:00pm Pacific Time – Monday through Friday.

Additional telephone and e-mail support is available outside of CONTRACTOR'S normal hours of operation for additional fee of \$250.00 per hour for the first hour with a 1 hour minimum and then \$125.00 US Dollars per hour after the first hour.

The response time for support shall be accomplished using the priority rank listed in the table below. Response time starts after notification in writing has been delivered/received by the Contractor that service is required. Said notice must specify the level criticality as defined below. Licensee and Licensor define the priorities for support with the table below:

Level	Description	Resolve Time
1 -Critical	The application is not usable resulting in total inability to locate files and boxes. No workaround is available.	Within 1 working day
2- Major Function Issue	Users are severely restricted in their ability to located files and boxes. A workaround is available.	Within 3 working days
3- Minor Feature/Function Issue	The application is not working as designed; there is some minor impact on usage, acceptable.	Within 30 working days

### 3. Optional Enhancements outside of Standard Maintenance:

A. Contractor shall provide additional projects as requested by the COUNTY, as outlined below:

- a. COUNTY will submit in writing, through U.S. mail, overnight courier, or email, a Scope of Work to Contractor for each project. The Scope of Work will include expected deliverables.



- b. The Contractor will provide a Project Estimate to the COUNTY within ten (10) business days of receipt of the Scope of Work. The Project Estimate will include a statement of work, deliverables, project timeline, and cost. The Contractor shall provide the Project Estimate to the COUNTY in writing, through U.S. mail, overnight courier, or email.
- c. The COUNTY will accept the Project by returning an executed copy of the Project Estimate to Contractor.
- d. The executed Project Estimate shall be incorporated as an amendment hereto.
- e. No work shall be completed unless the Project Estimate is formally approved and executed by both parties.
- f. Optional enhancements shall be billed at an hourly rate of \$250.00.
- g. Project Estimates are to be quoted as a Fixed Cost.

4. **Program Enhancements or Improvements**

CONTRACTOR will make available program improvements or enhancements to the Software's Basic System as they are developed and released to CONTRACTOR'S customers generally. For purposes of this agreement, the "Basic System" shall mean the latest version of the Software made generally available by CONTRACTOR. As part of the agreement, CONTRACTOR will assist COUNTY with installing any upgrades and/or enhancements. The updates may be downloaded free of charge from CONTRACTOR'S web site.

6. **DELIVERY**

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

7. **SERVICE PARAMETERS**

- 7.1 During the Period of Performance of this Agreement, the Software System will be operational and available to the COUNTY at least 99% of the time in any calendar month.
- 7.2 The CONTRACTOR shall notify the COUNTY of periods of Downtime Scheduled by CONTRACTOR at least five days prior to the commencement of such Downtime.

8. **WARRANTY**

8.1 For a period of one year after final acceptance of all deliverables in contract (RIVCO-95882-001-06/21), the Contractor warrants that under normal use, Software shall perform the functions specified in the Deliverables Documentation. The County shall promptly notify the Contractor in writing if the Software does not conform to the Deliverables Documentation. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of replacement software providing there is no misuse of the software.

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

9. **LIABILITY**

THE LIABILITY OF DHS TO THE LICENSE FOR ANY REASON WHATSOEVER ARISING UNDER THE CONTRACT FORMED BY THIS LICENSE AGREEMENT AND THE CORRESPONDING PROFESSIONAL SERVICES AGREEMENT SHALL NOT EXCEED A TOTAL OF \$500,000. THE LICENSE FURTHER AGREES THAT DHS WILL NOT BE LIABLE FOR ANY CLAIMS OR DEMANDS AGAINST THE LICENSEE BY ANY OTHER PARTY. IN NO EVENT SHALL DHS BE LIABLE TO LICENSEE BY ANY OTHER PARTY. IN NO EVENT SHALL DHS BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PROFITS ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF DHS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL DHS BE LIABLE TO LICENSEE

FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF DHS IN THE PERFORMANCE OF THE COMPUTER SOFTWARE PROGRAM. DHS SHALL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS, OR PECUNIARY LOSS ARISING, OUT OF THE SOFTWARE OR INABILITY TO USE THE SOFTWARE.

#### **10. REPLACEMENT PRODUCTS**

10.1 If the Contractor, within agreement 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.

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

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

#### **11. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

11.1 Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

#### **12. TERM**

The term of this maintenance and support related to this agreement is from the County's acceptance of the software, with the option to renew the agreement for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier.

#### **13. ESCROW OF SOURCE CODE**

13.1 DHS has deposited with an independent escrow agent the source code for the Total Recall™ Records Management Software. DHS shall maintain the source code for the software with an escrow agent at all times during the duration of this contract. From time to time DHS shall replace the source code deposited with the escrow agent with a revised version that encompasses improvements and modifications in the application part of the program. The escrow agent shall release the source code to licensee, and licensee shall have a perpetual license to use the source code for use in its own operations, upon written notice by DHS, if DHS or its assigns and/or successors ceases to make available, directly or indirectly, maintenance services for Total Recall™ software or becomes unable to maintain the software by reason of dissolution, business failure, termination of existence, assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against DHS as long as related terms of the contract were not violated. Licensee right to use the source code pursuant to this paragraph shall be limited to modifying the copy of Total Recall used in its operations.

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

#### **14. DISPOSITION OF DATA**

Upon request by the COUNTY made before or within sixty (60) days after the effective date of termination, the CONTRACTOR will make available to the COUNTY for a complete and secure (i.e. encrypted and appropriated

authenticated) download file of County Data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

**15. ASSIGNMENT**

The Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

**16. ACKNOWLEDGEMENT**

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

**17. INTELLECTUAL PROPERTY INDEMNIFICATION**

17.1 The CONTRACTOR agrees to indemnify, defend and hold harmless the County against any claim or action brought by any third party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon the County's own internal use of the Solution in accordance with this Agreement, and to pay any damages and costs (including but not limited to attorneys' fees) finally awarded against the County or paid in settlement. CONTRACTOR shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement with counsel of its own choosing, unless the parties to this Agreement agree otherwise in writing. CONTRACTOR agrees that it will not enter into a settlement hereunder without the written approval of the County, such approval not to be unreasonably withheld.

17.2 Notice the County shall give the Contractor prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aeon's rights in the Solution.

17.3 Alternatives

The CONTRACTOR shall not be responsible for any settlement entered into without its written consent. In the event of a claim or action regarding intellectual property infringement, Aeon may, in its sole discretion, (a) procure for the County the right to continue using the Solution; (b) provide a substitute, non-infringing Solution; or (c) terminate this Agreement and refund the Solution and Professional Services fees paid by the County, in full if occurring within the first four (4) years from UAT, and thereafter as depreciated on a straight-line basis over five (5) years from UAT.

17.4 Exclusions

The CONTRACTOR shall have no obligation under this Section with respect to any claim or action that is based upon (a) the County's and its related entities use of the Solution in breach of any term or condition of this Agreement; (b) the use or combination of the Solution with any third party product; (c) modification of the Solution other than by a representative of the CONTRACTOR or with the CONTRACTOR's written consent; or (d) use of a version of the Solution other than the most current version of the Solution, where use of the most current version would have avoided the claim of infringement.

**18. FUTURE DEVELOPMENTS**

18.1 As long as Maintenance and Support Services are being paid for and provided in accordance with the agreement, the CONTRACTOR shall, at no additional charge beyond the Maintenance and Support Services fees, provide the COUNTY any developments, enhancements or improvements to the Software and any other evolution of Software functions, features or technologies that the CONTRACTOR makes generally available as part of ongoing maintenance and support to its customer base. In addition, CONTRACTOR shall provide the COUNTY with release notes that detail the changes in the Software for any major releases to the Software. As part of the release process for any major release, the CONTRACTOR shall make available the "Enhancement Request Form", on which all of the CONTRACTOR's customers may request new features and receive answers to customer questions regarding such release. For the first major release of the Software provided during the term of

this Agreement, the CONTRACTOR will coordinate a conference call with the COUNTY to help them plan for the Software release process.

18.2 The CONTRACTOR will be held responsible to provide a complete listing of future developments (enhancements) to the COUNTY via email to the COUNTY's authorized software administrator.

#### **19. TRAINING OVERVIEW**

Training is an organized activity aimed at bringing a user to an agreed upon standard of proficiency through practice and instruction. The COUNTY will use a "Train the Trainer" approach supplemented by the CONTRACTOR's resources for support. Training will be conducted using the COUNTY's data identified under Section D on the milestones set forth in EXHIBIT B and C.

**EXHIBIT B****SCOPE OF WORK****RIVERSIDE COUNTY - ASSESSOR CLERK RECORDER (COUNTY-ACR)****I. SCOPE OF WORK:****A. PROJECT OBJECTIVE**

The objective is to implement the CONTRACTOR'S records management software, including discovery, development, testing, training, documentation, and deployment.

**B. COUNTY PROJECT ROLES AND RESPONSIBILITIES**

**B-1** COUNTY-ACR will assign staff to be responsible for the following roles and responsibilities:

- i. Liaison between COUNTY-ACR and CONTRACTOR;
- ii. Project Manager responsible for:
  - 1. Overall planning in coordination with the CONTRACTOR project manager;
  - 2. Managing day-to-day project;
  - 3. Providing overall project direction;
  - 4. Resource allocation, risk management, project priorities, and communication to executive management;
  - 5. Facilitating all necessary communications within the organization specific to the implementation of the solution.
- iii. Technical Lead responsible for information about COUNTY-ACR technical architecture and environments.
- iv. Subject matter experts responsible for providing Riverside County business expertise as requested.

**B-2** COUNTY-ACR may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement.

**B-3** COUNTY-ACR will be responsible for scheduling, availability, quality and timeliness of work its resources perform.

**B-4** COUNTY-ACR 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:

- i. Access to County information and resources;
- ii. Security access badges and clearance for appropriate the County facilities where CONTRACTOR will be expected to work on this project.

**C. CONTRACTOR PROJECT ROLES AND RESPONSIBILITIES**

The CONTRACTOR shall use its best efforts to ensure that personnel are not removed or reassigned during the term of the Agreement. Should the CONTRACTOR be required to change personnel the CONTRACTOR will notify the COUNTY-ACR at least two (2) weeks prior to the change.

**D. PROJECT RESPONSIBILITIES AND DELIVERABLES**

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

<b>Milestone #1 – Post software for download and provide kick-off call to discuss implementation guide and conversion schedule and assist with installation.</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-ACR RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Post software for download available for County.	Schedule initial "Kick-Off" call. Provide the Contractor	

Participate in a "Kick-Off" call. Assist over the phone with installation of Total Recall in a test environment and production environment.	with access to necessary resources and documentation to assist with implementation.	
Develop and submit a project plan.	Provide the Contractor with access to necessary resources and documentation to assist with implementation.	A Project Plan laying out the key deliverables and milestones for completion of the project to include: <ol style="list-style-type: none"> <li>1. System Migration Strategy that identifies the best approach for implementation and rollout.</li> <li>2. Project Work Plan that identifies the baseline and adjusted tasks, deliverables, resources, task dependencies, and work schedule of the project.</li> <li>3. Decision Log - A project journal with a chronological identification of all business requirement decisions made by the County or Contractor during the course of the project (scope changes, interpretations of requirements, etc.).</li> </ol>
Provide pre-installation checklist		Pre-installation checklist
Data Migration Plan to analyze the data for gaps and identify issues.	Provide data to the Contractor.	Provide data Migration plan.
<b>Milestone #2 – Data Migration and Testing</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-ACR RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Create and provide utility to migrate data from legacy system. Conduct conversion testing and provide County with appropriate reports/screens to test conversion of data.	Provide all necessary data mapping and access to data structure for data conversion. Conduct testing of converted data on reports/screens within Contractor's system.	Contractor test results and User Acceptance test results.
<b>Milestone #3 – Training/Go Live Support and Documentation</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-ACR RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Be responsible for training business administrators, end users, and County trainers (train-the-trainer).	Be responsible for scheduling and staff attendance.	Delivery of: <ol style="list-style-type: none"> <li>1. Training Strategy that identifies the approach, type of training, course outlines and objectives, and course schedules.</li> <li>2. Training Course Curricula that reflect the course content as</li> </ol>
Training/Go Live-Support to be provided for four (4)	Provide training rooms in County facilities and facilitate necessary hardware and communication needs.	

<p>continuous days at COUNTY-ACR location, cost to include travel expenses.</p> <p>CONTRACTOR training personnel will be full-time CONTRACTOR employees who are experienced instructors and Software specialists with industry specific experience and trained on specific Software modules or cross-trained on applications within the Software product family.</p>		<p>identified in the Training Strategy.</p> <p>3. Completion of training.</p> <p>System goes live in the COUNTY environment.</p>
<p><b>Required Documentation for Milestone #3 to include:</b></p>		
<ol style="list-style-type: none"> <li>1. User Manual provided sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries.</li> <li>2. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.</li> </ol>		<ol style="list-style-type: none"> <li>1. User Documentation sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries; includes a section on frequently asked questions.</li> <li>2. Data Dictionary</li> <li>3. Policies and Procedures Manual that integrates the business processes with the actions taken using the system. Describes when and why functions are performed and how to handle exceptions.</li> <li>4. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.</li> <li>5. Digital and/or hard copies of the training materials presented in the training.</li> </ol>

<b>MILESTONE #4 – Health Check (At 60 DAYS, 90 DAYS and 120 DAYS after Implementation)</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-ACR RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Provide Health Checks at 60, 90, and 120 days to review enhancement requests and perform approved and paid for alterations requested and prioritized by the COUNTY-ACR.	Document modification requests to be made at 60, 90, and 120 days, and prioritize these requests.	Enhancement will be accepted through the submittal and approval of Contractor and User Acceptance test results.

#### **E. ACCEPTANCE OF DELIVERABLES**

**E-1** The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the Assessor Clerk Recorder (ACR) 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 ACR a written receipt, through U.S. mail, overnight courier, or email, for such Deliverable, which the ACR shall provide within two (2) business days of receipt of the Deliverable.

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

- i. Provide to the Contractor a signed copy of the Milestone Acceptance Certificate (ATTACHMENT III) or;
- ii. 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.

**E-2** 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.

**E-3** The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):

- i. The County submits to the Contractor the Milestone Acceptance Certificate (ATTACHMENT III) or;
- ii. The County fails to notify Contractor within the Acceptance Period described above.



## EXHIBIT C SCOPE OF WORK

### RIVERSIDE COUNTY - DEPARTMENT OF PUBLIC SOCIAL SERVICES (COUNTY-DPSS)

#### I. SCOPE OF WORK:

##### A. PROJECT OBJECTIVE

The objective is to implement the CONTRACTOR'S records management software, including discovery, development, testing, training, documentation, and deployment.

##### B. COUNTY PROJECT ROLES AND RESPONSIBILITIES

**B-1** COUNTY-DPSS will assign staff to be responsible for the following roles and responsibilities:

- i. Liaison between COUNTY-DPSS and CONTRACTOR;
- ii. Project Manager responsible for:
  1. Overall planning in coordination with the CONTRACTOR project manager;
  2. Managing day-to-day project;
  3. Providing overall project direction;
  4. Resource allocation, risk management, project priorities, and communication to executive management;
  5. Facilitating all necessary communications within the organization specific to the implementation of the solution.
- iii. Technical Lead responsible for information about COUNTY-DPSS technical architecture and environments.
- iv. Subject matter experts responsible for providing Riverside County business expertise as requested.

**B-2** COUNTY-DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement.

**B-3** COUNTY-DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.

**B-4** COUNTY-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:

- i. Access to County information and resources;
- ii. Security access badges and clearance for appropriate the County facilities where CONTRACTOR will be expected to work on this project.

##### C. CONTRACTOR PROJECT ROLES AND RESPONSIBILITIES

The CONTRACTOR shall use its best efforts to ensure that personnel are not removed or reassigned during the term of the Agreement. Should the CONTRACTOR be required to change personnel the CONTRACTOR will notify the COUNTY-DPSS at least two (2) weeks prior to the change.

##### D. PROJECT RESPONSIBILITIES AND DELIVERABLES

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

<b>Milestone #1 – Post software for download and provide kick-off call to discuss implementation guide and conversion schedule and assist with installation.</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-DPSS RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Post software for download available for County. Participate in a "Kick-Off"	Schedule initial "Kick-Off" call. Provide the Contractor with access to necessary	

call. Assist over the phone with installation of Total Recall in a test environment and production environment.	resources and documentation to assist with implementation.	
Develop and submit a project plan.	Provide the Contractor with access to necessary resources and documentation to assist with implementation.	A Project Plan laying out the key deliverables and milestones for completion of the project to include: <ol style="list-style-type: none"> <li>1. System Migration Strategy that identifies the best approach for implementation and rollout.</li> <li>2. Project Work Plan that identifies the baseline and adjusted tasks, deliverables, resources, task dependencies, and work schedule of the project.</li> <li>3. Decision Log - A project journal with a chronological identification of all business requirement decisions made by the County or Contractor during the course of the project (scope changes, interpretations of requirements, etc).</li> </ol>
Provide pre-installation checklist		Pre-installation checklist
Data Migration Plan to analyze the data for gaps and identify issues.	Provide data to the Contractor.	Provide data Migration plan.
<b>Milestone #2 – Data Migration and Testing</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-DPSS RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Create and provide utility to migrate data from legacy system. Conduct conversion testing and provide County with appropriate reports/screens to test conversion of data.	Provide all necessary data mapping and access to data structure for data conversion. Conduct testing of converted data on reports/screens within Contractor's system.	Contractor test results and User Acceptance test results.
<b>Milestone #3 – Training/Go Live Support and Documentation</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-DPSS RESPONSIBILITIES</b>	<b>DELIVERABLES</b>
Be responsible for training business administrators, end users, and County trainers (train-the-trainer).  Training/Go Live-Support to be provided for five (5) continuous days at	Be responsible for scheduling and staff attendance.  Provide training rooms in County facilities and facilitate necessary hardware and communication needs.	Delivery of: <ol style="list-style-type: none"> <li>1. Training Strategy that identifies the approach, type of training, course outlines and objectives, and course schedules.</li> <li>2. Training Course Curricula that reflect the course content as identified in the Training</li> </ol>

<p>COUNTY-DPSS location, cost to include travel expenses.</p> <p>CONTRACTOR training personnel will be full-time CONTRACTOR employees who are experienced instructors and Software specialists with industry specific experience and trained on specific Software modules or cross-trained on applications within the Software product family.</p>		<p>Strategy.</p> <p>3. Completion of training.</p> <p>System goes live in the COUNTY environment.</p>
<b>Required Documentation for Milestone #3 to include:</b>		
<ol style="list-style-type: none"> <li>1. User Manual provided sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries.</li> <li>2. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.</li> </ol>		<ol style="list-style-type: none"> <li>1. User Documentation sufficient to enable a new user to navigate the system screens, to create, update, and delete system records, and to run reports and queries; includes a section on frequently asked questions.</li> <li>2. Data Dictionary</li> <li>3. Policies and Procedures Manual that integrates the business processes with the actions taken using the system. Describes when and why functions are performed and how to handle exceptions.</li> <li>4. Business Administrator Documentation sufficient to provide the application administrator with the understanding and knowledge to effect business rule changes to the system; to establish and revise user security profiles; and to confirm successful completion of interfaces and processes.</li> <li>5. Digital and/or hard copies of the training materials presented in the training.</li> </ol>
<b>MILESTONE #4 – Health Check (At 60 DAYS, 90 DAYS and 120 DAYS after Implementation)</b>		
<b>CONTRACTOR RESPONSIBILITIES</b>	<b>COUNTY-DPSS RESPONSIBILITIES</b>	<b>DELIVERABLES</b>

Provide Health Checks at 60, 90, and 120 days to review enhancement requests and perform approved and paid for alterations requested and prioritized by the COUNTY-DPSS.	Document enhancement requests to be made at 60, 90, and 120 days, and prioritize these requests.	Enhancement will be accepted through the submittal and approval of Contractor and User Acceptance test results.
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**E. ACCEPTANCE OF DELIVERABLES**

**E-1** The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable.

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

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

- i. Provide to the Contractor a signed copy of the Milestone Acceptance Certificate (ATTACHMENT III) or;
- ii. 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.

**E-2** 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.

**E-3** The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):

- i. The County submits to the Contractor the Milestone Acceptance Certificate (ATTACHMENT III) or;
- ii. The County fails to notify Contractor within the Acceptance Period described above.

**EXHIBIT D**  
**PAYMENT PROVISIONS**

**A. ANNUAL PAYMENT SCHEDULE:****1. RIVERSIDE COUNTY ASSESSOR CLERK RECORDER**

Description:	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Single site license for SQL Total Recall Records Management Software	47,250					47,250
UNLIMITED users						
Limited to 500,000						
unlimited files						
Client Web Access						
Scan on Demand						
1 PDF Workstation License						
Hardware	9,666					9,666
First Year of Annual Support	9,450					9,450
Conversion from a single SQL database to Total Recall software	6,750					6,750
4 days training at customer location, includes travel expenses	7,875					7,875
Ongoing support, Includes UNLIMITED technical support and free upgrades (after first year of agreement)		9,639	9,832	10,028	10,229	39,728
<b>Total Annual Costs</b>	<b>80,991</b>	<b>9,639</b>	<b>9,832</b>	<b>10,028</b>	<b>10,229</b>	<b>120,719</b>

**2. RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

Description:	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Single site license for SQL Total Recall Records Management Software	107,550					107,550
UNLIMITED users						
UNLIMITED containers						
unlimited files						
Client Web Access						
Scan on Demand						
1 PDF Workstation License						
Total Recall Barcode Scanner license for Approved Zebra/Motorola Scanners	11,277					11,277
First Year of Annual Support	21,600					21,600

Conversion from a single SQL database to Total Recall software	17,550					17,550
Enhancement - Add Item processes to use outside database "data warehouse" to input metadata	44,550					44,550
5 days training at customer location, includes travel expenses	8,775					8,775
Ongoing support, Includes UNLIMITED technical support and free upgrades (after first year of agreement)		22,032	22,473	22,922	23,380	90,807
<b>Total Annual Costs</b>	<b>211,302</b>	<b>22,032</b>	<b>22,473</b>	<b>22,922</b>	<b>23,380</b>	<b>302,109</b>

### 3. OTHER COUNTY DEPARTMENTS

In the event that other COUNTY Departments request new or additional licenses, equipment and/or services, the CONTRACTOR shall extend the same pricing, terms, and conditions as stated in this Agreement. Pricing may vary based on the amount of license users, containers, services etc. The scope of work for the requesting department will be based on the needs of the department and to be made part of this agreement by written amendment agreed upon by both parties.

## B. PAYMENT SCHEDULE FOR IMPLEMENTATION:

### 1. RIVERSIDE COUNTY ASSESSOR CLERK RECORDER

Milestone Description	Due Date / Payment
Milestone #1 – Post software for download and provide kick-off call to discuss implementation guide and conversion schedule and assist with installation.	Due with Signed Agreement- accepted will be software verified as downloaded/ \$56,916
Milestone #2 – Data Intergration and Testing	Due within 30 days of signed agreement / \$12,037.50
Milestone #3 – Training/Go Live Support and Documentation	Due within 60 days of signed agreement / \$12,037.50
Milestone #4 – Health Check (At 60 DAYS, 90 DAYS and 120 DAYS after Implementation)	\$ 0
<b>YEAR 1 TOTAL REIMBURSABLE AMOUNT</b>	<b>\$80,991</b>

### 2. RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

Milestone Description	Payment
Milestone #1 – Post software for download and provide kick-off call to discuss implementation guide and conversion schedule and assist with installation.	Due with Signed Agreement- accepted will be software verified as downloaded/ \$126,781
Milestone #2 – Data Migration and Testing	Due within 30 days of signed agreement / \$42,260

Milestone #3 – Training/Go Live Support and Documentation	Due within 60 days of signed agreement / \$42,261
Milestone #4 – Health Check (At 60 DAYS, 90 DAYS and 120 DAYS after Implementation)	\$0
<b>YEAR 1 TOTAL REIMBURSABLE AMOUNT</b>	<b>\$211,302</b>

### 3. OTHER COUNTY DEPARTMENTS

The payment schedule for implementation shall be determined at time of request and to be made part of this agreement by written amendment agreed upon by both parties.

**B-1** The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**B-2** User License fees are based on yearly periods that begin on the agreement start date and each yearly anniversary thereof; therefore, fees for User licenses in the middle of a yearly period will be charged for that full yearly period and the yearly periods remaining in the subscription term. License counts may only be decreased at the time of each annual renewal.

#### **B-3 Delivery**

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

## ATTACHMENT I DEFINITIONS

The following are definitions for some of the significant terms used in this Agreement, except as otherwise defined therein.

- A. "ACCEPTANCE CRITERIA" shall mean the tasks that must be completed in connection with each "milestone" identified in Exhibit B, Section D and Exhibit C, Section D.
- B. "AGREEMENT" shall mean the Signature Page, the attached Terms and Conditions, and all Attachments, Appendices, or other documents attached to or incorporated into this Agreement, as well as any future amendments, change orders, or similar documents properly signed by the parties.
- C. "COUNTY" shall mean the County of Riverside, California.
- D. "CUSTOM ENHANCEMENT" shall mean any modification or change (including Software, interfaces or integration tools) that when made or added to the Software, changes its utility, efficiency, functional capability or application as specified by the CONTRACTOR to meet specific COUNTY business requirements.
- E. "DELIVERABLES" shall mean the Software, Professional Services and other work product being provided by CONTRACTOR pursuant Exhibits B and C SOW.
- F. "DOCUMENTATION" shall mean the specifications, files, manuals, guides and notes DHS delivers in connection with the Software as set forth in Exhibits B and C SOW.
- G. "END USER" shall mean (i) COUNTY staff; (ii) the staff of Related County Entities engaged in the System.
- H. "FINAL ACCEPTANCE" shall mean the final written confirmation from the COUNTY that (i) the CONTRACTOR has successfully completed the final phase of the final Milestone set forth in Exhibits B and C SOW and (ii) the Software, including all integrations and Custom Enhancements provided by the CONTRACTOR, operates as an Integrated Solution that provides the Functional Requirements, subject to any minor Defects that the COUNTY has agreed may be fixed following Final Acceptance and not including any tasks or processes that are the responsibility of the COUNTY.
- I. "GO LIVE" shall mean the point in time when the Software is successfully used in a production environment after the acceptance of the Integrated System and the business users can fully utilize the Software to perform normal business operations.
- J. "HARDWARE" shall mean the physical parts of a computer and related devices including components and peripherals.
- K. "MAINTENANCE AND SUPPORT SERVICES" shall mean the services for the Software, as defined in Exhibit A, Section 5.
- L. "MILESTONE" shall mean an action or event marking a significant Deliverable event in the Project to which a payment may be tied.
- M. "SOFTWARE" shall mean the CONTRACTOR's software program described in Exhibits B and C SOW. Software shall include all Defect Corrections, and new versions and releases of such Software programs as defined throughout this Agreement.



- N. "STATEMENT OF WORK" shall mean the scope of work to be provided under this Agreement, as described in Exhibits B and C SOW and is sometimes also referred to herein as the "SOW".
- O. "THIRD PARTY SOFTWARE" shall mean any Software that has not been developed by the CONTRACTOR and is provided to the COUNTY under this Agreement.
- P. "WARRANTY PERIOD" shall mean the CONTRACTOR warrants that under normal use, Software shall perform the functions specified in the Deliverables Documentation for a period of one year after final acceptance of all deliverables in contract.

## ATTACHMENT II ENHANCEMENT REQUEST FORM



### Total Recall™ SQL Records Management Software Enhancement Request Form

For DHS Use Only	
C# _____	De _____

Please complete this form and return to:

DHS Worldwide  
563 Blanding Blvd. Suite 3, Orange Park, FL 32073

To submit a request for an enhancement to the Total Recall SQL software, please complete this form and submit to DHS Worldwide. After processing, you will be contacted within 14 business days, as to whether the request has been declined or approved. If approved, you will be informed as to which subsequent version of Total Recall your request has been assigned to. These version assignments are subject to change without notice. Some requests may be subject to additional fees depending on the difficulty and hours involved. The Customer must sign form at *Customer Approval of Additional Fees* before DHS can proceed with request. Please make all checks payable to DHS Worldwide.

Please Use One Request Form Per Request

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_  
 Email: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Total Recall Product:   
 ☐ Records Management   
 ☐ Destruction   
 ☐ Dispatch   
 ☐ Web   
 ☐ On Site  
                         
 ☐ Scan on Demand   
 ☐ Fungibles   
 ☐ Fungibles Web   
 ☐ Shred   
 ☐ RF  
                         
 ☐ High Speed Imaging   
 ☐ Warehouse   
 ☐ Monitor Reports   
 ☐ Barcode Operations

Detailed description of Desired Enhancement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Please submit my Enhancement Request Form.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Fee: \_\_\_\_\_

*Customer approval of Additional Fees:*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For DHS Use Only	
Date Completed: _____	Version #: _____
Documentation: <input type="checkbox"/> What's New <input type="checkbox"/> Manual	

Rev 05/10

**ATTACHMENT III  
MILESTONE ACCEPTANCE CERTIFICATE**

Project Name		Reference Number	
Milestone/Phase #		Date Requested	
Requestor		Date Required	

This certificate confirms acceptance of the following Milestones as defined in the Statement of Work executed as part of the agreement<Date>.	
<Milestone Description>	

Approved deliverables included in this milestone	
Please list each deliverable	
1.	14.
2.	15.
3.	16.
4.	17.
5.	18.
6.	19.
7.	20.
8.	21.
9.	22.
10.	23.
11.	24.
12.	25.
13.	26.

Decision	
	<div style="display: flex; justify-content: space-between;"> <span>Approved</span> <span>Not-Approved</span> </div>

By: DHS Project Manager \_\_\_\_\_ Date: \_\_\_\_\_

By: COUNTY Project Manager \_\_\_\_\_ Date: \_\_\_\_\_

By: COUNTY Delivery Manager \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT IV MINIMUM SYSTEM REQUIREMENTS



### Minimum System Requirements



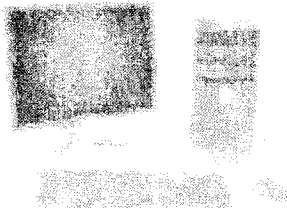
#### Minimum Server Requirements<sup>\*1</sup>

Hard Drive:	200GB or Greater (3GB for every 100,000 Records)
Memory:	16 GB Minimum
Processor:	Dual Core 2.0 GHz or Higher <sup>**</sup> Minimum
Network Card:	Ethernet 100 MB or greater
UPS:	Recommended

Server Requirements may vary depending on the size of your databases. Memory limitations depend upon the server operating system and other variables such as 32bit vs. 64bit platforms.

#### Server Software Requirements

Operating System:	Windows Server 2008 R2 Windows Server 2012
Database Software:	Microsoft SQL 2012 Standard Edition or Higher Microsoft SQL 2014 Standard Edition or Higher
Backup System:	Recommended
Framework:	.NET 4.0 or higher
Report Designer:	Crystal Reports / Reporting Services (Optional)



#### Minimum Workstation Requirements

Hard Drive:	2 GB Minimum available Hard Drive Space
Memory:	4 GB Minimum
Processor:	Intel Core 2.0 GHz or Higher
Network Card:	Ethernet 100 MB or greater
UPS:	Recommended

#### Workstation Software Requirements

Operating System:	Windows 7 Professional Windows 8 Professional Windows 10 Professional
Framework:	.NET 4.0 or higher

<sup>\*1</sup> Hardware and Server Operating System requirements for x64 and tandem systems vary from those listed above. Always check Microsoft website for the latest in SQL System Requirements. <https://technet.microsoft.com/en-us/library/bb245450.aspx>

<sup>\*\*2</sup> Dual and Core Processors are recommended for heavy multi-user systems or concurrent process systems. (May require Enterprise edition of Server Software to support multi-processor systems) Network cards should be a minimum of 100Mbps.

## ATTACHMENT IV CON'T

## MINIMUM SYSTEM REQUIREMENTS



## Web System Requirements



## Minimum Web Server Requirements

Hard Drive:	200GB or Greater
Memory:	8 GB or Higher
Processor:	Intel Dual Core 2.0 GHz or Higher**
Network Card:	Ethernet 100 MB or greater
UPS:	Recommended
Firewall:	Recommended

## Web Server Software Requirements

Operating System:	Windows Server 2008 R2 with IIS 7.5 or higher Windows Server 2012 with IIS 8.0 or higher
Software:	Microsoft Internet Explorer Ver. 9.0 or Higher Java Script™ Enabled
Backup System:	Recommended
Framework:	.NET 4.5

**DHS** WORLDWIDE  
SOFTWARE SOLUTIONS

TEL 804.611.2400 FAX 804.611.2400  
E-MAIL: dhs.worldwide.com  
WWW.DHSWORLDWIDE.COM