

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



ITEM: 3.13
(ID # 19684)

MEETING DATE:

Tuesday, September 13, 2022


FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Software Lease Subscription Agreement for seven (7) Virtual Response Hardware Kits for sensitivity training with Embodied Labs, Inc., without seeking competitive bids, for three (3) years, Upon Signature through June 30, 2025; All Districts. [Annual Cost: \$32,060, Aggregate Cost: \$96,180 and up to \$19,236 in additional compensation; Funding: 47% Federal, 25% State, 28% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Software Lease Subscription Agreement for seven (7) Virtual Response Hardware Kits for sensitivity training with Embodied Labs, Inc., without seeking competitive bids for a total aggregate amount of \$96,180 for three (3) years, upon signature through June 30, 2025; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contract.

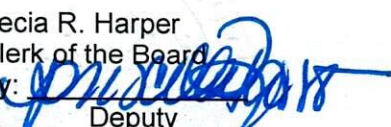
ACTION: Policy


Sayori Baldwin, DPSS Director 8/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$32,060	\$32,060	\$96,180	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 47% Federal, 25% State, 28% Realignment			Budget Adjustment:	No
			For Fiscal Year:	22/23-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

DPSS Adult Services Division (ASD) is requesting a three (3) year lease agreement for 7 Virtual Reality (VR) kits for sensitivity training. The hardware devices that DPSS is requesting to lease are virtual reality headsets, a laptop, and peripherals for sensitivity training kits. The training will allow unlimited users and access to existing training labs.

DPSS ASD originally purchased the hardware equipment from Embodied Labs three years ago and have been paying for the software annually. The current contract expires June 30, 2024, however, the equipment is becoming outdated which has led to DPSS wanting to pursue a leasing option. The lease would allow DPSS to have new equipment and includes all upgrades and maintenance support. Additionally, with leasing the equipment, DPSS ASD will have constant access to cutting edge technology allowing employees and caregivers to provide better customer-centric service to the frail and vulnerable residents of Riverside County.

Impact on Residents and Businesses

Approval of this Lease Subscription Agreement provides DPSS employees and caregivers a deeper understanding and appreciation for the client's condition through an immersive/interactive experience. Staff and caregivers gain insight from viewing the world through the perspectives of adults with Alzheimer's disease, macular degeneration, or other conditions, allowing for improved service delivery to better support and provide care for older and disabled adults throughout Riverside County.

Additional Fiscal Information

The total annual payments to Embodied Labs, Inc. shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2022 through June 30, 2023	\$32,060
July 1, 2023 through June 30, 2024	\$32,060
July 1, 2024 through June 30, 2025	\$32,060
Total:	\$96,180

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Contract History and Price Reasonableness

In FY19-20, DPSS entered into a contract with Embodied Labs for a Software subscription and the purchase of Hardware kits via an annual renewable Single Source #118600542, with a period of performance from 2019 – 2024. DPSS paid an aggregate amount of \$24,642 in the base year, which included the purchase of 7 VR Kits for \$16,443 and an annual subscription for \$8,199. DPSS wants to change to a lease option with a new software subscription. Leasing the equipment will allow DPSS to have new equipment and the updated software subscription includes all upgrades and maintenance support. The new annual cost of the agreement is \$32,060, which is comprised of seven (7) VR kits for \$16,380 and the software subscription for an additional \$15,680. The total cost for three (3) years is \$96,180. Embodied Labs offers the most reasonable price to offer DPSS the train-the-trainer training, program evaluation and technical assistance.

Embodied Labs has been training DPSS since FY 19-20 and the training is fully implemented within the department. It would be more costly to start over and train with another agency due to higher implementation costs. It is more cost effective and reasonable for DPSS to lease the equipment and continue the contract with Embodied Labs.

ATTACHMENTS:

- Attachment A: Embodied Labs, Inc. Software Lease Subscription Agreement for seven (7) Virtual Response Hardware Kits for sensitivity training
- Attachment B: Single Source Justification
- Attachment C: H-11 TPF Approval


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

8/30/2022


Jim Smith, Chief Information Officer

8/29/2022

**EMBODIED LABS, INC.
ORDER FORM**

This Order Form ("Order Form") is entered into by and between Embodied Labs, Inc., with offices at 4311 Wilshire Blvd, Suite 414, Los Angeles, CA 90010, a California corporation (herein referred to as "Embodied Labs") and the County of Riverside, a political subdivision of the State of California (herein referred to as "COUNTY"). This Order Form is entered into pursuant to and will be governed by the Terms and Conditions attached hereto (the "Terms" and, together with this Order Form, the "Agreement"). The Agreement will become effective when this Order Form is executed by authorized representatives of both parties (the "Agreement Date"). All capitalized terms not defined in this Order Form shall have the meanings given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. Embodied Labs does not agree to any other terms, including without limitation any terms on COUNTY'S purchase order.

Customer:	Address:
Legal Entity Name: Riverside County	4060 County Circle Drive
Department: Department of Public Social Services	Riverside, CA 92503
Deal ID: 7060283503	
Customer ID: 2331331760-GOVT-500-U9008	

Contact Name: Ryan Uhlenkott	Phone: (760) 265-9993
Title: Deputy Director	Email: ryuhlenk@rivco.org

- SaaS Product** Enterprise subscription package, comprising:
- Embodied Labs Services (Immersive Software Platform)**
 - Lease of Devices (Embodied Labs-configured turnkey hardware devices)**

Subscription and Lease Term: Upon execution through June 30, 2025, unless terminated earlier according to the Terms and Conditions stated in Section 5: "Termination."

Subscription and Lease Pricing:

Fiscal Year Period	Hardware Lease Amount for Seven (7) VR Kits	Subscription Price	Annual Maximum Amount
July 1, 2022 – June 30, 2023	\$16,380	\$15,680	\$32,060
July 1, 2023 – June 30, 2024	\$16,380	\$15,680	\$32,060
July 1, 2024 – June 30, 2025	\$16,380	\$15,680	\$32,060
Total:			\$96,180

COUNTY shall pay Embodied Labs for services performed, products provided, or expenses incurred in accordance with the rates set forth in this Order Form. 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 this Order Form, COUNTY shall not be responsible for payment of any of Embodied Lab's expenses related to this Agreement.

SEP 13 2022 3.13

COUNTY obligation for payment of this Agreement beyond each 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 "annually" in the first month of the fiscal period. 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 COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available by the County Board of Supervisors. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify Embodied Labs LLC., in writing; and this Agreement shall be deemed terminated and have no further force and effect. COUNTY shall make all payments to Embodied Labs that were properly earned prior to the unavailability of funding.

Number of New VR Kits: 7

Payment Terms: COUNTY shall pay Embodied Labs all fees payable annually upon receipt of DPSS Form 2076A, attached hereto and incorporated herein by this reference as Attachment I. Embodied Labs must submit an invoice along with DPSS Form 2076A prior to issuance of payment. Also attached are instructions for completion of this form, attached hereto and incorporated herein by this reference as Attachment II.

COUNTY may delay payment if the required documentation referenced in this is not provided or other requirements are not met. All complete claims and invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.

User Licenses: Unlimited concurrent users subject to terms and conditions attached hereto restricted to Riverside County.

Library Access: Access limited to Standard Experiences, not including Premium Experiences
Previous Contract Term: June 1, 2021 through June 30, 2022

Leased Hardware Support

All equipment is fully supported during the term of the Agreement. This includes manufacturer's warranty, software support, and end of life replacements. Annual credit of \$250 is also included towards wear and tear/physical damage replacement costs and the shipping thereof.

(Signature Page to Follow)

THE TERMS SET FORTH ON THIS ORDER FORM EXPIRE NINETY (90) DAYS FROM THE DATE SET FORTH UNDER THE EMBODIED LABS SIGNATURE BLOCK HERETO, UNLESS CUSTOMER HAS COUNTERSIGNED AND SUBMITTED PAYMENT FOR THE INITIAL INVOICE.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THE ORDER FORM AND THE TERMS.

EMBODIED LABS, INC. **CUSTOMER**

Name: Thomas Leahy

Name: Jeff Hewitt

Title: Co-Founder

Title: Chair, Board of Supervisors

Signed: *TL*

Signed: *Jeff Hewitt*

Date: Aug 23, 2022

Date: Sep 15, 2022

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Approval as to Form
County Counsel

By: *Katherine Wilkins* Aug 23, 2022
Katherine Wilkins
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk
PRISCILLA RASSO
By: _____
DEPUTY



EMBODIED LABS TERMS AND CONDITIONS

These Terms and Conditions (the "Terms") are effective upon the Agreement Date by and between Embodied Labs, Inc., with offices at 4311 Wilshire Blvd, Suite 414, Los Angeles, CA 90010, a California corporation, (herein referred to as "Embodied Labs"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services, (herein referred to as "COUNTY"). The Terms combined with all Order Forms are collectively referred to as the "Agreement" and govern the relationship between the parties with respect to any Devices and Services ordered in any Order Form. Each of Embodied Labs and COUNTY are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Embodied Labs and COUNTY agree as follows:

1. DEFINITIONS

- 1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the Embodied Labs Services.
- 1.2 "Embodied Labs Services" means any Embodied Labs software-as-a-service application identified in an Order Form that allows Users to access such application(s) through a web or other digital interface. References to any Embodied Labs Services or Devices include the associated Documentation.
- 1.3 "COUNTY Content" means all COUNTY data, information, and materials (a) collected via Users' use of the Devices and transmitted to Embodied Labs; (b) collected via Users' use of the Services and transmitted to Embodied Labs; or (c) otherwise provided by COUNTY to Embodied Labs under this Agreement.
- 1.4 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.
- 1.5 "Order Form" means an order form, executed by both Parties, that sets forth the Devices and Services ordered, the schedule of payments for the Devices and Services, and any unique additional terms.
- 1.6 "Professional Services" means any professional services provided by Embodied Labs to COUNTY as described in an Order Form (as may be further elaborated in any statement of work agreed to by the parties), including implementation, support and maintenance, and training services.
- 1.7 "Services" means, collectively the Embodied Labs Services, the Professional Services and any other services set forth in an Order Form.
- 1.8 "Users" means employees or contractors of COUNTY who are authorized to access the Services using a user identifier and password provided to COUNTY by Embodied Labs or set up by COUNTY. The number of Users authorized by Embodied Labs to access the Embodied Labs Services is set forth in the applicable Order Form.

2. DEVICES

- 2.1 Device Ordering and Lease. Subject to the terms and conditions of this Agreement, Embodied Labs hereby leases to COUNTY, and COUNTY hereby leases, the Devices identified in the applicable Order Form. Additional Devices may be leased by COUNTY by agreeing to and executing an additional Order Form with Embodied Labs. No Order Form will be binding until executed by both Parties. COUNTY will only use the Devices in a careful and proper manner for which they are intended and described in the Documentation. COUNTY will, at COUNTY's sole expense, keep and maintain the Devices clean and in good working order and repair during the Term in accordance with the Documentation. In the event any Device is lost or damaged, COUNTY will pay to Embodied Labs the replacement cost of the Devices. COUNTY's use of the Devices is subject to the terms and conditions of this Agreement.
- 2.2 Delivery. Shipping terms are FOB Destination. Risk of loss of the Devices will pass from Embodied Labs to Customer when Customer signs acceptance of delivery with the shipping carrier selected by Embodied Labs or Customer. Delivery will be deemed made upon transfer of possession to the Customer. Embodied Labs will have no obligation to deliver the Devices until the applicable fees have been paid.
- 2.3 Restrictions. COUNTY may use the Devices only in conjunction with the Services and Documentation, for COUNTY's internal

use and for their intended purposes.

2.4. Return. Upon Embodied Labs' request and upon any termination or expiration of this Agreement, COUNTY will promptly return to Embodied Labs the Devices.

3. EMBODIED LABS SERVICES

3.1 Access Grant to Embodied Labs Services. Subject to COUNTY's compliance with the terms and conditions contained in this Agreement, including the restriction on number of users set forth in any order form, Embodied Labs grants to COUNTY a non-exclusive, non-transferable, non-sublicensable, revocable right to allow the number of Users set forth in the applicable Order Form to access and use the Embodied Labs Services during the Term (as defined below in Section 6.2).

3.2. Restrictions. During the Term and thereafter, COUNTY shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Services or Devices, or otherwise use, exploit, make available or encumber any of the Services or Devices to or for the benefit of any third party; (b) use or demonstrate the Services or Devices in any other way that is in competition with Embodied Labs; (c) reverse engineer, disassemble or decompile the Services or Devices, or attempt to derive the source code or underlying ideas or algorithms of any part of the Services or Devices; (d) remove any notice of proprietary rights from the Services or Devices; (e) copy, modify, translate or otherwise create derivative works of any part of the Services or Devices; (f) use the Services or Devices in a manner that interferes or attempt to interfere with the proper working of the Services or Devices, or any activities conducted in connection with the Services or Devices, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Services or Devices; (g) use manual or automated software, devices, robot, spider, or other processes to "crawl" or "spider" or to retrieve, index, "scrape", "data mine" or in any way gather information, content or other materials from the Services in an unauthorized manner or reproduce or circumvent the navigational structure or presentation of the Services or Devices; (h) use the Services or Devices in a manner which interferes with or disrupts their integrity or performance; (i) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Services or Devices in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (j) use the Services or Devices to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code;

(ii) copyrighted materials to which COUNTY does not have sufficient rights; or (iii) other materials prohibited by applicable international, federal, state, or local laws and regulations.

3.3. Access Credentials. COUNTY will safeguard, and ensure that all Users safeguard, the Access Credentials. COUNTY will be responsible for all acts and omissions of Users. COUNTY will notify Embodied Labs immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.4. COUNTY Obligations. COUNTY will be responsible for obtaining and maintaining, at COUNTY's expense, all the necessary telecommunications, computer hardware, software, and Internet connectivity required by COUNTY or any User to access the Services and Devices from the Internet. COUNTY shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and Devices, and notify Embodied Labs promptly of any such unauthorized use known to COUNTY. COUNTY shall only allow employees or contractors of COUNTY's access to the Embodied Labs Services, and shall directly supervise any use of the Embodied Labs Services or Devices should such use take place offsite, or in the presence of a non-employee or contractor of COUNTY.

3.5. Reservation of Rights. As between COUNTY and Embodied Labs, all right, title and interest, including all Intellectual Property Rights, in and to the Services Devices are owned exclusively by Embodied Labs. In addition, unless otherwise expressly set forth in an Order Form, and except for any COUNTY Content, all work product or services provided or developed pursuant to this Agreement or any Order Form (including any modifications and improvements to any Services or Devices pursuant Section 3.6 and any intellectual property developed pursuant to Section 3.7 below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Embodied Labs.

3.6. Continuous Development. COUNTY acknowledges that Embodied Labs may continually develop, deliver, and provide to COUNTY on-going innovation to the Embodied Labs Services and Devices in the form of new features, functionality, and efficiencies. Accordingly, Embodied Labs reserves the right to modify the Embodied Labs Services and Devices from time to time. Some modifications will be provided to COUNTY at no additional charge. In the event Embodied Labs adds additional functionality to a particular Service or Device, Embodied Labs may condition the implementation of such modifications on COUNTY's payment of additional fees, provided COUNTY may continue to use the version of the Embodied Labs Services and Devices that Embodied Labs makes generally available (without such features) without paying additional fees.

3.7 Professional Services; Training and Support. COUNTY may request that Embodied Labs provide certain Professional Services

related to COUNTY's use of the Embodied Labs Services and Devices. Excluding those agreed between the parties in an Order Form or a separate statement of work, Embodied Labs will have no obligation to provide or perform such services for or on behalf of COUNTY.

3.8 **Feedback.** COUNTY hereby grants to Embodied Labs a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the Services and Devices any suggestions, enhancement requests, recommendations or other feedback provided by COUNTY, including its Users, relating to the Services or Devices.

4. COUNTY CONTENT

4.1 **COUNTY Content.** COUNTY is solely responsible for all obligations with respect to the accuracy, quality and legality of COUNTY Content. COUNTY will obtain all third-party licenses, consents and permissions needed for Embodied Labs to use the COUNTY Content to provide the Services.

4.2 **Ownership.** COUNTY grants to Embodied Labs, on behalf of itself and its Users, a non-exclusive license to use the COUNTY Content. Except for such license, as between COUNTY and Embodied Labs, COUNTY reserves all right, title and interest in the COUNTY Content. Notwithstanding anything to the contrary herein, COUNTY agrees that Embodied Labs has the right to collect, use and analyze any deidentified information derived from the COUNTY Content (collectively, the "Deidentified Data") for Embodied Labs' lawful business purposes, including to improve and enhance the Services and Devices, and for other development, diagnostic, and corrective purposes in connection with the Embodied Labs Services, Devices, and any other Embodied Labs offerings.

5. TERMINATION

5.1 **Initial Term.** Unless earlier terminated in accordance with the terms of this Section 5, this Agreement will become effective upon the Agreement Date through June 30, 2025, set forth in the applicable Order Form (the "Initial Term") unless terminated earlier pursuant to section 5.3.

5.2 **Renewal Terms.** Following the Initial Term and except as earlier terminated as described below, this Agreement will automatically renew for a twelve (12) month renewal term ("Twelve Month Initial Renewal Term") unless either Party provides written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of such Initial Term. Upon completion of the Twelve-Month Initial Renewal Term, as applicable, this Agreement will automatically renew for successive twelve (12) month renewal terms unless either Party provides written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current renewal term. The Initial Term and all renewal terms are collectively referred to herein as the "Term."

5.3 **Termination.** COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination, or (ii) COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 **Termination for Breach.** Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

5.5 **Obligations on Termination.** Upon expiration or termination of this Agreement all rights granted hereunder by Embodied Labs and all obligations of Embodied Labs to provide Services will immediately terminate. Upon the termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that provisions which by their nature should survive termination will survive, including Sections 1, 2.3, 2.4, 3.2, 3.5, 3.8, 4.2, 5, 6.4, 7, 8.3, 9, 10, and 11. All fees for the Devices and Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused in the event of termination under this Agreement.

6. CONFIDENTIALITY

6.1 **Definition.** As used herein, subject to Section 7.2 below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Embodied Labs' Confidential Information includes all information relating to the Services and Devices, and COUNTY's Confidential Information will include the COUNTY Content (subject to Section 4.2). In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 7. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. Embodied Labs represents and warrants to COUNTY that Embodied Labs will provide the Services in a professional and workmanlike manner.

7.2 Device Warranty. Embodied Labs warrants to COUNTY that, for a period of one (1) year following the Effective Date (the "Warranty Period"), each Device will be free from material defects and will substantially conform to its applicable Documentation. The foregoing warranty does not cover damage to the Device (or any part thereof) due to problems caused by (a) COUNTY's negligence, abuse, or misapplication, (b) other external causes (including, without limitation, third party hardware or software, accident, problems with electrical power, servicing or modifications not authorized by Company), or (c) usage not in accordance with the applicable Documentation (collectively, "Warranty Exclusions"). COUNTY's sole and exclusive remedy, and Embodied Labs' sole and exclusive obligation, for breach of the foregoing warranty during the Warranty Period is to require Embodied Labs, at Embodied Labs' option, to repair or replace the Device. For any breaches of the foregoing warranty during the Warranty Period, Embodied Labs shall pay all costs (including shipping costs) associated with: (y) the return of Device back to Embodied Labs and (z) the shipment of the repaired or replaced Device to COUNTY. If a Device is damaged due to a Warranty Exclusion, COUNTY shall be responsible for the repair or replacement of the Device (including all shipping costs).

7.3 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 AND SECTION 8.2, THE SERVICES AND DEVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COUNTY AGREES that Embodied Labs does not warrant that the services AND DEVICES will be provided in an uninterrupted or error free fashion at all times, THAT THE SERVICES AND DEVICES WILL MEET COUNTY'S REQUIREMENTS, or that the services AND DEVICES will yield any particular result. COUNTY AGREES THAT EMBODIED LABS WILL HAVE NO LIABILITY TO COUNTY WITH RESPECT TO THE COUNTY CONTENT or COUNTY's use thereof. EMBODIED LABS makes no warranty or representation regarding the accuracy or completeness of any data.

8. INDEMNIFICATION

Embodied Labs agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of Embodied Labs (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. Embodied Labs shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. Embodied Labs shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise Embodied Lab's indemnification obligation. Embodied Lab's obligation hereunder shall be satisfied when Embodied Labs has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe Embodied Lab's obligations to indemnify and hold COUNTY harmless.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL EMBODIED LABS BE LIABLE FOR COUNTY'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED TWO TIMES THE TOTAL CONTRACT AMOUNT OF FEES RECEIVED BY EMBODIED LABS UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.1 AND SECTION 10.2 SHALL NOT APPLY TO A PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS OR FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION 10 WILL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY).

10. INSURANCE

10.1 Without limiting or diminishing Embodied Labs obligation to indemnify or hold COUNTY harmless, Embodied Labs shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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.

10.2 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

10.3 Embodied Lab's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, Embodied Lab's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

10.4 Embodied Labs shall cause Embodied Lab's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Embodied Labs shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

10.6 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the Embodied Labs has become inadequate.

10.7 Embodied Labs shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

10.9 Embodied Labs 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.

10.10 Cyber Liability. Embodied Labs shall procure and maintain for the duration of this Agreement cyber liability insurance against claims

for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by Embodied Labs, its agents, representatives, or employees. Embodied Labs shall procure and maintain for the duration of this Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Embodied Labs shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Embodied Labs in this Agreement and shall include, but is not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If Embodied Labs maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by Evident Change. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

10.11 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 EMBODIED LABS' performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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.

10.12 Worker's Compensation. If the EMBODIED LABS has employees as defined by the State of California, the EMBODIED LABS 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.

11. GENERAL

11.1 Force Majeure. Embodied Labs will not be deemed in breach hereunder for any cessation, interruption, or delay in the performance of its obligations due to causes beyond its reasonable control.

11.2 Compliance with Laws. Without limiting the generality of the foregoing, COUNTY will not transfer, either directly or indirectly, the Services or any Device, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Embodied Labs and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under this Agreement.

11.3 No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that either Party may transfer or assign this Agreement without such consent, whether by operation of law or otherwise, pursuant to a merger or other corporate reorganization or the sale of all or substantially all of the assets to which this Agreement relates. Any other purported assignment by either Party shall be null and void. This Agreement shall bind the Parties and their permitted successors and assigns. 12.4 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.4 Relationship. The Parties are independent contractors. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

11.5 Severability. If any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

11.6 Governing Law, Jurisdiction. This Agreement will be governed by the laws of the State of California without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, will be made exclusively in the state or federal courts located in the County of Riverside, CA and both Parties submit to the jurisdiction and venue of such courts

11.7 Use of Name and Logo. COUNTY agrees that Embodied Labs may indicate that COUNTY is an Embodied Labs customer on

Embodied Labs' website and in its marketing materials. Any such attribution will be consistent with COUNTY's style guidelines and requirements as communicated to Embodied Labs.

11.8 Request for Waiver and Waiver of Breach. Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

11.9 Records, Inspections and Audits. Embodied Labs shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. Embodied Labs shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY. If Embodied Labs disagrees with an audit, Embodied Labs may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. Embodied Labs shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome. Embodied Labs shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate Embodied Lab's performance at any time, upon reasonable notice to the EMBODIED LABS.

11.10 Lobbying. Embodied Labs shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, Embodied Labs shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Embodied Labs shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

11.11 Adverse Government Action. In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated-modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

11.12 Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Embodied Labs shall proceed diligently with the performance of this Agreement pending resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11.13 Modification of Terms. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.

11.14 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other Party at the address set forth in the Order Form and will be effective upon receipt. Either Party may change its address by giving notice of the new address to the other Party. The address for the Parties is as follows:

COUNTY:

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

Invoices and other financial documents: Department of Public Social
Services Fiscal/Management Reporting Unit 4060 County Circle Drive
Riverside, CA 92503
Email: OperatingServicesContractsPayments@rivco.org

CONTRACTOR:

4311 Wilshire Blvd, Suite 414
Los Angeles, CA 90010

CONTRACTOR "Remit To" address:

4311 Wilshire Blvd, Suite 414
Los Angeles, CA 90010

11.15 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments, or quotations.

11.16 Signed in Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

11.17 Electronic Signatures. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

A.1 FEES

1. Fees. COUNTY will pay to Embodied Labs the fees for the Devices and Services as set forth in and on the schedule contained in the applicable Order Form.
2. Fee Payments.
Total payment under this Agreement shall not exceed \$96,180 from the Effective Date through June 30, 2025.

Annual payments to Embodied Labs shall not exceed:

Annual Period	Hardware Lease Amount	Subscription Price	Annual Maximum Amount
Upon execution – June 30, 2023	\$16,380	\$15,680	\$32,060
July 1, 2023 – June 30, 2024	\$16,380	\$15,680	\$32,060
July 1, 2024 – June 30, 2025	\$16,380	\$15,680	\$32,060
Total:			\$96,180

A.2 BILLING AND PAYMENTS

1. COUNTY shall pay Embodied Labs all fees payable annually upon receipt of DPSS Form 2076A, attached hereto and incorporated herein by this reference as Attachment I. Embodied Labs must submit an invoice along with DPSS Form 2076A prior to issuance of payment. Also attached are instructions for completion of this form, attached hereto and incorporated herein by this reference as Attachment I.
2. COUNTY may delay payment if the required documentation referenced in this Section A.2 is not provided or other requirements are not met. All complete claims and invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.
2. 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 "annually" in the first month of the fiscal period. 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 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 Embodied Labs LLC., in writing; and this Agreement shall be deemed terminated and have no further force and effect.

A.3 LEASED EQUIPMENT

1. 7 x MSI Laptops
2. 7 x HP Reverb G2 VR Headsets
3. 7 x Leap Motion Controllers
4. 7 x Logitech Speakers
5. 7 x Bluetooth Mouse
6. 7 x SKB protective carrying cases

COUNTY OF RIVERSIDE
 DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

To: Riverside COUNTY
 Department of Public Social Services
 Attn: Management Reporting Unit
 4060 COUNTY Circle Drive
 Riverside, CA 92503

From: _____
 Remit to Name

 Address

 City, State and Zip Code

 Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____ (if allowed by Contract/MOU) Actual Payment \$ _____ (Same amount as 2076B if needed)

Unit of Service Payment \$ _____
 _____ (# of Units) x _____ (Unit Price) = (\$) _____
 _____ (# of Units) x _____ (Unit Price) = (\$) _____
 _____ (# of Units) x _____ (Unit Price) = (\$) _____
 _____ (# of Units) x _____ (Unit Price) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

_____ Name _____ Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization _____ Date _____

Amount Authorized _____

Invoice Number _____

PO Number _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address" "City, State, and Zip Code"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"
Can be found on the first page of your contract.

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

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

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

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

