

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



**ITEM: 3.23
(ID # 23475)**

MEETING DATE:

Tuesday, April 09, 2024

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve Amendment No. 2 to the First Amended and Restated Professional Services Agreement DPSS-0004398 with Simpler North America, LLC. for Lean Leadership and Delivery Support for Integrated Services Delivery Model to increase the FY 23/24 budget amount by \$495,252 from \$3,222,488 to \$3,717,740 effective January 1, 2024 through June 30, 2024; All Districts. [Total Cost \$495,252; up to \$1,093,548 in additional compensation; FY2023/2024 State 24%, County General Fund 76%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 2 to the First Amended and Restated Professional Services Agreement DPSS-0004398 with Simpler North America, LLC. for Lean Leadership and Delivery Support for Integrated Services Delivery Model to increase the Agreement as follows:
For FY 23/24 increase the annual contract amount by \$495,252 from \$3,222,488 to \$3,717,740 effective January 1, 2024; and authorize the Chair of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement DPSS-0004398 including modifications of 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 aggregate cost of the agreement; and
3. Authorize the Purchasing Agent, or designee, to issue Purchase Orders for invoices received for services rendered that do not exceed the total contract amount.

ACTION:Policy

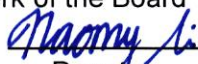

Charity Douglas, DPSS Director

3/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 9, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$495,252	\$0	\$0	\$0
NET COUNTY COST	\$376,392	\$0	\$0	\$0
SOURCE OF FUNDS: State 24%, County General Fund within Department Budgets 76%			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will ratify and approve Amendment No. 2 to the First Amended and Restated Professional Services Agreement DPSS-0004398 with Simpler North America, LLC. for establishment of a consistent cross-departmental Lean approach and Delivery Support for Integrated Services Delivery (ISD) Model. The total amended cost for FY 23/24 is \$3,717,740, which is an increase of \$495,252 from \$3,222,488. This Amendment will extend services to the Department of Veteran's Services and extend support for existing user departments involved in ISD, including Riverside University Health System-Public Health (RUHS-PH). In addition, the Amendment will approve a 20% contingency to allow additional compensation and flexibility for future services with ISD, including potential usage by other County agencies.

Simpler North America, LLC (Simpler) has provided Lean Leadership and Delivery Support services since December 2022, including coaching and facilitating for the multi-departmental ISD workgroups on how to use consistent lean thinking, tools, methods, and principles. With the assistance from Simpler, ISD has been able to apply lean-management measures that have been extremely helpful in the development of a methodology to continually improve and sustain ISD goals and outcomes during the pilot and align approaches for efficiency and effectiveness. This work has entailed facilitating over 12 departments and divisions to (1) set shared metrics; (2) establish strategic approaches; (3) test and measure progress toward metrics; (4) engage in collective problem solving; and (5) communicate to key stakeholders. Specific activities have included facilitating events focused on setting strategic direction, designing and testing processes and process improvement. Simpler has coached multi-departmental design processes as well as staff implementing new or improved processes. Simpler has also coordinated the ISD process improvement efforts with related process improvement efforts occurring across county departments and Inland Empire Health Plan. Finally, Simpler has provided critical strategic guidance to the Office of Service Integration and executive leadership across participating departments.

ISD has linked multiple County Departments to use the Simpler agreement by executing separate Memorandum of Understanding agreements with each agency to provide consistency in services and a cohesive approach. These Departments include Office on Aging, Riverside University Health System – Public Health (RUHS-PH) and will now include Riverside County Department of Veterans Services (VS). By allowing multi-department use of this agreement, it

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provides one fiscal agent being ISD to oversee, track and monitor the services provided to County departments. With other County Departments accessing use of this agreement there is a need to ratify the agreement and increase the budget including a more detailed fiscal table, as noted in Attachment C – Amendment No. 2 to the First Amended and Restated Agreement #DPSS-0004398.

The Agreement #DPSS-0004398 was procured through an active United States General Services Administration (GSA) Federal contract (GS-10F-0359S) and approved by the Board of Supervisors, Agenda Item 3.31 on December 13, 2022. The First Amended and Restated Agreement was approved by the Board of Supervisors, Agenda Item 3.26 on September 26, 2023, and replaced the original agreement in its entirety. The Amendment No. 1 to the First Amended and Restated Agreement was executed under Purchasing Agent authority on February 29, 2024, and incorporated the maximum allowable twenty-percent additional compensation approved by the Board of Supervisors in the amount of \$828,748 for FY 23/24. This Amendment No. 2 is to incorporate an additional increase to the budget by \$495,252 to add funding for ISD expansion efforts, RUHS-PH and VS.

Impact on Residents and Businesses

Counties support and maintain an array of services such as public infrastructure, transportation, economic development, keeping residents healthy, ensuring public safety to protect our citizens and implementing a broad array of federal, state and local programs in a cost-effective and efficient manner. These services are designed to improve the efficiency and effectiveness of services for residents in the County of Riverside. All residents and businesses will benefit from improving and connecting those resources to create a healthy, vibrant, and safe community.

Additional Fiscal Information

The total payments to Simpler North America, LLC. for Lean Leadership and Delivery Support for Integrated Services Delivery Model for a total aggregate amount of \$6,467,562 shall not exceed:

FISCAL YEAR PERIOD	TOTAL PAYMENT
December 15, 2022 through June 30, 2023	Actual expenditures: \$999,822
*July 1, 2023 through June 30, 2024 (Amendment No. 2)	Not to Exceed \$3,717,740
July 1, 2024 through June 30, 2025	Not to Exceed \$1,000,000
July 1, 2025 through June 30, 2026	Not to Exceed \$750,000
Total	Not to Exceed \$6,467,562

* Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$284,000 for Simpler Coaches for ISD, \$171,252 for RUHS-PH, per Memorandum of Understanding (MOU) #DPSS-0005073, and \$40,000 for Department of Veteran’s Services per Memorandum of Understanding (MOU) #DPSS-0005092. The total not to exceed annual amount for FY23/24 is \$3,717,740, an overall increase of \$495,252.

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These services were budgeted through the Countywide budget process; therefore, no budget adjustment is needed. The General Fund amount is included within the departments' current approved budgets.

Contract History and Price Reasonableness

The agreement with Simpler is based on utilizing the pricing from the United States General Services Administration, also known as piggybacking, which was awarded through a publicized competitive bid process (Solicitation #47QSMD20R0001) for a contract period of August 1, 2006 through July 31, 2026. Simpler North America LLC is providing the same pricing and terms as awarded through the United States General Services Administration.

ATTACHMENTS:

Attachment A: First Amended and Restated Agreement DPSS-0004398

Attachment B: Executed Amendment No. 1 to the First Amended and Restated Agreement DPSS-0004398

Attachment C: Ratification and Amendment No. 2 to the First Amended and Restated Agreement DPSS-0004398



Melissa Curtis, Deputy Director of Purchasing and Fleet

4/2/2024



Gregg Gu, Chief of Deputy County Counsel

4/2/2024

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
RATIFICATION AND AMENDMENT No. 2 to the First Amended and Restated
PROFESSIONAL SERVICES AGREEMENT
SIMPLER NORTH AMERICA, LLC.**

PROFESSIONAL SERVICES
AGREEMENT: DPSS-0004398

PERIOD OF
PERFORMANCE: December 15, 2022 – June 30, 2026

EFFECTIVE DATE
OF AMENDMENT: January 1, 2024

AMENDED MAXIMUM
REIMBURSABLE AMOUNT
FOR FY 23/24: \$ 3,717,740

This Ratification and Amendment No. 2 to the First Amended and Restated Agreement #DPSS-0004398, for the Lean Leadership and Delivery Support for Integrated Services Delivery Model is made by and entered between SIMPLER NORTH AMERICA, LLC, a Delaware Corporation (herein referred to as "CONTRACTOR"), 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").

RECITALS

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement, DPSS-0004398, approved December 13, 2022, Agenda Item 3.31, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as "Original Agreement");

WHEREAS, COUNTY and CONTRACTOR then entered into that Amended and Restated Agreement, the Original Agreement was superseded and replaced in its entirety by the Agreement, DPSS-0004398, approved September 26, 2023, Agenda Item 3.26, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as "Agreement"),

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to that Amended and Restated Agreement on February 29, 2024 to increase spending which used the full amount of allowable contingency for additional compensation per the approved Board of Supervisors Agenda Item 3.26; and

WHEREAS, notwithstanding the terms of the First Amended and Restated Agreement, on January 1, 2024, the parties acknowledge and agree that they increased spending, without a written amendment; and

WHEREAS, as of the Effective Date provided herein, the parties agree that the increase in spending shall be deemed to have been in effect from the effective date of January 1, 2024; and,

WHEREAS, COUNTY and CONTRACTOR now desire to ratify and amend the Agreement to increase the spending by \$495,252 for the fiscal year period July 1, 2023 through June 30, 2024 to include support services for other county departments.

The increase in spending is due to funding received from Riverside University Health System – Public Health (RUHS-PH), Department of Veterans Services (VS) and Integrated Services Delivery (ISD) who are the other county agencies that also use this agreement through an executed Memorandum of Understanding, all in accordance with terms and conditions (T&C) attached hereto and incorporated herein by this reference; and,

WHEREAS, Section 39 of the Agreement allows for modifications by written amendment signed by both parties.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to ratify and amend the Agreement according to the terms and in the manner set forth herein:

1. Recitals. The above recitals are true and correct and incorporated by this reference.
2. Ratification. All actions taken by both COUNTY and CONTRACTOR prior to the date hereof were in compliance with, and pursuant to the terms and conditions of the Agreement and are hereby confirmed and ratified.
3. Delete and replace Section 37 “NO SOLICIT” to read:

37. NO SOLICIT
 During the term of the engagement and for a period of 12 months thereafter, COUNTY agrees that it will not actively solicit any CONTRACTOR employee (or former employee who was employed by CONTRACTOR during the term of the engagement) or contractor of CONTRACTOR without CONTRACTOR’s prior written consent. Such consent is not required if CONTRACTOR employees, former employees (who were employed by CONTRACTOR during the term of the project) or contractors answer a general advertisement for employment made by COUNTY in public media channels. During the term of the engagement and for a period of 12 months thereafter, CONTRACTOR agrees that it will not actively solicit, any COUNTY employee (or former employee who was a participant on the engagement and employed by COUNTY during the term of the engagement) or contractor of COUNTY without COUNTY’S prior written consent.

4. Delete and replace Schedule A, Section A.1, “Maximum Amounts – Annual and Aggregate Totals,” to read:

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS
 The total aggregate ANNUAL payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	TOTAL PAYMENT: FIRST AMENDED AND RESTATED	TOTAL PAYMENT: AMENDMENT NO. 1	TOTAL PAYMENT: AMENDMENT NO. 2
December 15, 2022, through June 30, 2023	Actual expenditures: \$999,822	Actual expenditures: \$999,822	Actual expenditures: \$999,822
This budget includes the following funding:			

FISCAL YEAR PERIOD	TOTAL PAYMENT: FIRST AMENDED AND RESTATED	TOTAL PAYMENT: AMENDMENT NO. 1	TOTAL PAYMENT: AMENDMENT NO. 2
ISD funding from County General Funds.	\$863,337	\$863,337	\$863,337
Office on Aging funding for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870.	\$136,485	\$136,485	\$136,485
July 1, 2023, through June 30, 2024	Not to Exceed \$2,393,740	Not to Exceed \$3,222,488	Not to Exceed \$3,717,740
This budget includes the following funding:			
Office on Aging funding for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870	\$393,740	\$393,740	\$393,740
State grant funding from Housing Disability and Advocacy Program (HDAP) for ISD	\$500,000	\$500,000	\$500,000
ISD funding from County General Funds.	\$1,500,000	\$1,500,000	\$1,784,000
Riverside University Health System – Public Health (“RUHS-PH”) funding for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0005073.		\$828,748	\$1,000,000
Riverside County Department of Veteran’s Services (“VS”) funding for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0005092.			\$40,000
July 1, 2024, through June 30, 2025	Not to Exceed \$1,000,000	Not to Exceed \$1,000,000	Not to Exceed \$1,000,000
ISD funding from County General Funds.	\$1,000,000	\$1,000,000	\$1,000,000
July 1, 2025, through June 30, 2026	Not to Exceed \$750,000	Not to Exceed \$750,000	Not to Exceed \$750,000
ISD funding from County General Funds.	\$750,000	\$750,000	\$750,000
Total AGGREGATE (FROM DECEMBER 15, 2022, THROUGH JUNE 30, 2026)	Not to Exceed \$5,143,562	Not to Exceed \$5,972,310	Not to Exceed \$6,467,562

5. Effective Date. This Amendment No. 2 shall be effective January 1, 2024.
6. SIGNED IN COUNTERPARTS: This Amendment 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.
7. ELECTRONIC SIGNATURE: Each party of this Amendment 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 Amendment. 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.

- 8. Miscellaneous. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Ratification and Amendment No. 2 to the First Amended and Restated Agreement #DPSS-0004398 as of the date last written below.

Authorized Signature for SIMPLER NORTH AMERICA, LLC. <i>Michael Chamberlain</i>	Authorized Signature for County <i>Chuck Washington</i>
Printed Name of Person Signing: Michael Chamberlain	Printed Name of Person Signing: Chuck Washington
Title: President, Simpler North America, LLC	Title: Chair, Board of Supervisors
Date Signed: Mar 28, 2024	Date Signed: Apr 10, 2024

Authorized Signature for SIMPLER NORTH AMERICA, LLC <i>Siri Kittikoune</i>
Printed Name of Person Signing: Siri Kittikoune
Title: Chief Financial Officer, Simpler North America, LLC.
Date Signed: Mar 28, 2024

ATTEST:
Clerk of the Board
By: *Naomy Sierra*



Approval as to Form
Minh C. Tran
County Counsel

By: *Katherine Wilkins*
Katherine Wilkins
Deputy County Counsel
Date: Mar 28, 2024

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

and

**SIMPLER NORTH AMERICA, LLC
Lean Leadership and Delivery Support for Integrated Services Delivery Model
DPSS-0004398**



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List of Schedules

Schedule A – “Payment Provisions”

Schedule B – “Scope of Services”

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – DPSS 2076A, DPSS 2076B & Instructions

Attachment III – GSA Award #GS-10F-0359S (attached separately)

This Ratification and First Amended and Restated Agreement, DPSS-0004398, (herein referred to as "Agreement") is made and entered into upon execution by and between SIMPLER NORTH AMERICA, LLC, a Delaware Corporation (herein referred to as "CONTRACTOR"), 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"). COUNTY and CONTRACTOR previously entered into that certain Agreement DPSS-0004398 approved December 13, 2022, Agenda Item 3.31, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as "Original Agreement"). Upon the effectiveness of this Agreement, the Original Agreement shall be superseded and replaced in its entirety by this Agreement. The parties agree as follows:

1. RECITALS

WHEREAS, the COUNTY has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar goods and services provided for in said contract in the interest of the public;

WHEREAS, the COUNTY requires the goods and services of a vendor who can provide Business Program and Project Management Services for Lean Leadership and Ongoing Support as recommended during the Integrated Services Delivery initiative for the COUNTY;

WHEREAS, the CONTRACTOR previously entered into an agreement with the Department of General Services, to provide Business Program and Project Management Services for Lean Leadership and Ongoing Support dated August 01, 2006 through July 31, 2026, a copy of which is attached separately as "Attachment III", which those parties entered into upon the Simpler North America, LLC Agency award for Business Program and Project Management Services, CONTRACT No. # GS-10F-0359S;

WHEREAS, the COUNTY desired to "piggyback" onto CONTRACT No. # GS-10F-0359S between Simpler North America, LLC Agency and the Federal Department of General Services Administration (GSA) for Business Program and Project Management Services; and

WHEREAS, CONTRACTOR consents to the aforesaid "piggybacking."

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement, DPSS-0004398, approved December 13, 2022, Agenda Item 3.31, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as "Original Agreement");

WHEREAS, the COUNTY elected to amend the agreement through Amendment No. 1 to increase the budget and renew the Agreement for an additional term of one (1) year to have CONTRACTOR continue providing services, which commenced on July 1, 2023 through June 30, 2024;

WHEREAS, the parties acknowledge and agree that the CONTRACTOR began additional services for an increase in cost to the COUNTY on July 1, 2023 and were accepted by COUNTY without a written amendment;

WHEREAS, all actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement;

WHEREAS, COUNTY and CONTRACTOR now desire to ratify and amend and restate the Agreement to modify the Scope components, adjust the budget and remove renewal options to continue services through the fiscal year period through June 30, 2026;

WHEREAS, Section 39 of the Agreement allows for modifications by written amendment signed by both parties; and,

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to ratify and amend the Agreement according to the terms and in the manner set forth herein.

2. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CONTRACTOR" or "SIMPLER" refers to SIMPLER NORTH AMERICA, LLC, including its employees, agents, representatives, subcontractors, and suppliers.
- C. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- D. "HDAP" refers to Housing Disability and Advocacy Program.
- E. "ISD" refers to the County of Riverside Integrated Services Delivery Transformation Initiative. The county-wide initiative seeks to establish a customer-driven, prevention- and early intervention-focused service delivery system.
- F. "MOU" refers to Memorandum of Understanding.
- G. "OoA" refers to County of Riverside Office on Aging.

3. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, Attachment I Assurance of Compliance, Attachment II DPSS 2076A and DPSS 2076B & Instructions and Attachment III GSA Award #GS-10F-0359S (attached separately).

4. PERIOD OF PERFORMANCE

This Agreement shall be effective December 15, 2022 (herein referred to as "Effective Date") and continues in effect through June 30, 2026, unless terminated earlier.

5. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions. 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

6. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall promptly notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY

shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

7. TERMINATION

- A. Either party may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served to the other stating the extent and effective date of termination.
- B. Either party may, upon five (5) calendar days written notice to the other, terminate this Agreement for the other's default, if 1) CONTRACTOR refuses or fails to materially perform pursuant to the terms of this Agreement, or fails to make progress that may endanger performance and does not promptly cure such failure; or 2) COUNTY fails to pay CONTRACTOR, a material breach and grounds for CONTRACTOR'S termination for cause.
- C. After CONTRACTOR's receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and 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 an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

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.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

CONTRACTOR agrees that all Deliverables created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY with a non-exclusive license to CONTRACTOR. Deliverables exclude works of authorship delivered to COUNTY, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). COUNTY will not acquire any ownership or other rights or licenses to any tools, techniques, methodologies, documentation, software or other material of CONTRACTOR, including without limitation, the Simpler Business System®, the Simpler Design SystemSM or Integrated Facility Design ("Simpler Property") under this engagement. Simpler Property includes all proprietary methods and processes by which Simpler provides Lean enterprise consulting services and includes, without limitation, assessments, training presentations and material, implementation documents and a structure of activities.

Provided COUNTY has paid the fees as set forth in this Agreement and subject to the terms and conditions of this Agreement, if any Simpler Property is incorporated as part of any deliverable under the terms and conditions of this Agreement or if a deliverable requires the use of Simpler Property, Simpler hereby grants to COUNTY a non-exclusive, fully-paid, perpetual, non-transferable, non-sublicensable, irrevocable (except under the "Termination for Cause" section, above) license to use the Simpler Property solely for COUNTY's own internal business purposes. COUNTY may not export or re-export any Simpler Property except as authorized by United States laws. Simpler Property may not be exported or re-exported: (a) into any U.S. embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By execution of this Agreement, COUNTY represents and warrants that COUNTY is not located in any such country or identified on any such list.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived as an to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship and materials, utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to compliance with this Agreement ("Records"). CONTRACTOR 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.
- C. If CONTRACTOR disagrees with the results an audit of the Records, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- D. CONTRACTOR shall establish procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("Confidential Information"). Confidential Information shall be identified at the time of

disclosure and includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. The parties shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information of the other party or Confidential Information pertaining to any applicant or recipient of services. The parties shall protect Confidential Information from disclosure using the same standard of care that it uses to protect its own Confidential Information but no less than a reasonable standard of care. Disclosure of Confidential Information by the receiving party will not be precluded if the disclosure is required by law, but the receiving party will give the disclosing party reasonable notice to allow the disclosing party an opportunity to obtain a protective order. The obligations of this Article 12 shall not apply to information that is: (a) already in the possession of the receiving party without obligation of confidence, (b) independently developed by the receiving party, or (c) publicly available.

- B. CONTRACTOR shall take commercially reasonable precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. It is not the intent of the COUNTY to share information that identifies an individual by name, address, or other specific information (personally identifiable information, PII) or protected health information (PHI), however in the event that PHI or PII is inadvertently shared, CONTRACTOR agrees to treat such information as confidential.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement, required by legal proceeding or court order or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION AND CONTRACTOR'S LIMITATION OF LIABILITY
INDEMNIFICATION

- A. CONTRACTOR will defend and indemnify the COUNTY (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, and employees for all claims asserted by third parties and arising from CONTRACTOR's acts or omissions or breaches of this Agreement, which acts, omissions or breaches have resulted in or caused the following; (a) bodily injury (including death); (b) damages to real property and tangible personal property; (c) infringement by the services of such third party's patent or copyright, as described in Section 13.B below; or (d) CONTRACTOR's violation of laws that apply to CONTRACTOR as a provider of information technology products and services.
- B. If a third party asserts a claim against the County of Riverside that services acquired under the Agreement infringes a patent or copyright, CONTRACTOR will defend the County of Riverside against that claim and pay all amounts finally awarded by a court against the County of Riverside or included in a settlement approved by CONTRACTOR, provided that the County of Riverside promptly: i) notifies CONTRACTOR in writing of the claim; ii) supplies information requested by CONTRACTOR; and iii) allows CONTRACTOR to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. CONTRACTOR has no responsibility for claims based on non-Contractor products and services, items not provided by CONTRACTOR, or

any violation of law or third-party rights caused by the County of Riverside content, materials, designs, or specifications.

- C. 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.
- D. 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.
- E. 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.

Limitation of Liability

Except as expressly excluded herein, each party's entire liability to the other party for all claims related to the Agreement will not exceed the amount of \$1,000,000. Neither party will be liable to the other for special, incidental, exemplary, indirect or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. Notwithstanding the foregoing, the following are not subject to the foregoing limitation: (a) damages for body injury (including death); (b) damages to real property and tangible personal property, (c) CONTRACTOR's indemnification obligations set forth in Section 13.A above, (d) COUNTY's obligations to pay charges and fees for Services as set forth in Exhibit B: Fee Schedule and Price or other mutually agreed upon schedule of charges and fees; and (e) damages that cannot be limited by law. These limitations apply to CONTRACTOR and its affiliates including International Business Machines Corporation, and to COUNTY (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, and employees).

14. INSURANCE

- A. 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 for Commercial General Liability and Automobile Liability only.
- B. 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: VII (A:7) 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.
- C. CONTRACTOR's insurance carrier(s) must disclose its insurance self-insured retentions when applicable. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the written consent of the COUNTY, which consent will not be unreasonably withheld, before

the continuation of operations under this Agreement. Upon notification of self-insured retention unacceptable to 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 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.

- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with Certificate(s) of Insurance and any applicable endorsements or 2) if requested to do so orally or in writing by the County Risk Manager, provide clarification of the Certificate of Insurance and any applicable endorsements showing such insurance is in full force and effect. CONTRACTOR shall provide thirty (30) calendar days written notice 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 Certificate of Insurance and any applicable endorsements thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished certificate(s) of insurance and any applicable endorsements and any or all other attachments as required in this section.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR'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.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. 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.

15. WORKER'S 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, except in instances of gross negligence on the part of the COUNTY, where gross negligence is defined to mean carelessness that is reckless disregard for the safety of others and/or a failure to use the slightest degree of care.

16. VEHICLE LIABILITY INSURANCE

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Only with respect to liability arising out of this Agreement, policy shall name the COUNTY as Additional Insureds.

17. 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. Only with respect to liability arising out of this Agreement, 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 be no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

18. INDEPENDENT CONTRACTOR

The parties intend that their relationship shall be that of independent contractors who shall each have no liability for the acts or omissions of the other. It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement.

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

21. NO DEBARMENT OR SUSPENSION

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

23. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

24. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all applicable federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration

of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: If applicable, CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

25. LOBBYING

- A. CONTRACTOR 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.
- B. 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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR 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.

26. 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.

27. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction,

violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

28. SUPPLANTATION

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

29. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other. Any attempt to assign or transfer any interest without written consent of the other party shall be deemed void and of no force or effect. Assignment of CONTRACTOR rights to receive payments is not restricted.

30. 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.

31. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. DISPUTES

A. 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.

B. 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. CONTRACTOR will sign and date Attachment I and return it to COUNTY along with the executed agreement.

B. CONTRACTOR shall not 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. §1210 et seq.) and all other applicable laws or regulations

35. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed 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: OperatingServicesContractPayments@rivco.org

CONTRACTOR:

Email: lpallisco@ibm.com
With notices of a legal nature also to be sent to:
Simpler North America, LLC
1 New Orchard Rd
Armonk, New York 10504
United States
Attn: General Counsel

CONTRACTOR "Remit To" address:

Electronic Transfer (*preferred*):

Bank: PNC Bank N.A.
Pittsburgh, PA
Routing: 043000096
Account: Simpler North
America LLC
Account: 1026391374

Physical:

Simpler North America, LLC
PO Box 643979
Pittsburgh, PA 15264-3979
Email:
receivables@simpler.com
Contact: Rhaeanne Hussman
724-934-4600 x122

36. 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.

37. NO SOLICIT

During the term of the engagement and for a period of 12 months thereafter, COUNTY agrees that it will not actively solicit, any CONTRACTOR employee (or former employee who was employed by CONTRACTOR during the term of the engagement) or contractor of CONTRACTOR without CONTRACTOR's prior written consent. Such consent is not required if CONTRACTOR employees, former employees (who were employed by CONTRACTOR during the term of the project) or contractors answer a general advertisement for employment made by COUNTY in public media channels.

38. 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.

39. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

40. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for SIMPLER NORTH AMERICA, LLC 	Authorized Signature for County Kevin Jeffries
Printed Name of Person Signing: Michael Chamberlain	Printed Name of Person Signing: Kevin Jeffries
Title: President, Simpler North America, LLC	Title: Chair, Board of Supervisors
Date Signed: Sep 20, 2023	Date Signed: Sep 26, 2023

Authorized Signature for SIMPLER NORTH AMERICA, LLC s
Printed Name of Person Signing: Siri Kittikoune
Title: Chief Financial Officer, Simpler North America, LLC
Date Signed: Sep 20, 2023

ATTEST:
Clerk of the Board
By: Cindy Fernandez Sep 26, 2023



Approval as to Form
Minh C. Tran
County Counsel
By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel
Date: Sep 20, 2023

Schedule A

Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total aggregate ANNUAL payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	TOTAL PAYMENT
*December 15, 2022 through June 30, 2023	Actual expenditures: \$999,822
** July 1, 2023 through June 30, 2024	Not to Exceed \$2,393,740
July 1, 2024 through June 30, 2025	Not to Exceed \$1,000,000
July 1, 2025 through June 30, 2026	Not to Exceed \$750,000
Total AGGREGATE (FROM SIGNATURE THROUGH JUNE 30, 2026)	Not to Exceed \$5,143,562

*Fiscal Year Period December 15, 2022 through June 30, 2023 includes funding in the amount of \$136,485 from Office on Aging for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870.

** Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$393,740 from Office on Aging for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870.

**Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$500,000 of State grant funding from Housing Disability and Advocacy Program (HDAP). The rest of the budgeted funds are through ISD.

A.2 UNIT OF SERVICE

The total fixed price for this Statement of Work is Not To Exceed \$5,143,562 for the scope components as identified in Schedule B: Scope of Services and listed below:

Line	Description	Tasks	# Of days	Daily Rate
1	<ul style="list-style-type: none"> Lean Human Services/Clinical Subject Matter Expert (SME)- Leadership Coaching Lean Transformation Support (LTS) 	Value stream analysis (per task)	4	\$3,259.00
		Strategy (Lean) Deployment (per task)	1 to 5	
2	Primary Ongoing Support	Rapid Improvement Events (per task)	4.5	\$2,636.00
		Lean Master Sensei (daily rate)	1	
		Lean Maturity Assessment and Alignment Reviews		

		(per task) is included at no extra charge.		
3	Consultant (Lean Engineer)		1 to 5	\$1650.00

The schedule for days of services shall be reduced to writing and agreed upon by both COUNTY AND CONTRACTOR. Travel expenses are allowable for in-person services.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. 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. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met. Supporting documentation must include:

1. Travel expenses - shall be billed at CONTRACTORS actual cost incurred and invoiced on a monthly basis as charges are incurred. The expense shall be without any costs for having advanced for the funds or for expenses generally considered as overhead already reflected in the Daily Per Task Rate.
2. All receipts and invoices related to travel expenses are required for reimbursement. This includes mileage log sheet for mileage reimbursement.
3. Detailed breakdown of dates, location, attendance, description or service and type of task as relevant to each billing.
4. Invoice to be approved by Programs.

b. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).

c. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for billing errors or discrepancies with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B1. COUNTY RESPONSIBILITIES

COUNTY shall:

- A. Provide designated personnel to coordinate leadership coaching and ongoing support, make decisions on behalf of the COUNTY, review, and accept the CONTRACTOR invoice and other administrative activities.

B.2 CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

- A. Provide designated personnel to coordinate leadership coaching and ongoing support, make decisions on behalf of the CONTRACTOR, and submit the CONTRACTOR invoice and other administrative activities.
- B. Provide Lean Human Services/Clinical Subject Matter Expert (SME) Leadership Coaching as follows:
 - (1) Coach and facilitate ISD pilot workgroup and engage, as needed, with other ISD workgroups, on how to use lean thinking, tools, methods, and principles in the Jurupa Valley Community Health Center or alternative pilot site ("Pilot").
 - (2) Help develop a method to continually improve and sustain ISD outcomes in the Pilot.
 - (3) Coach and develop Pilot leaders and the internal Process Improvement team to become self-sufficient in terms of implementing lean principles such as value stream analysis, strategy deployment, kaizen events, daily management, sustainment, and A3 Coaching.
 - (4) Deliver, coach, and manage lean training and certification as appropriate, to the Process Improvement team, ISD leaders, workgroup, and staff.
 - (5) Co-develop virtual improvement delivery methods to accommodate the hybrid (onsite and remote) work environment, as needed.
 - (6) Identification, quantification, and prioritization of improvement opportunities suitable for immediate corrective actions or Kaizen Events to positively impact key performance metrics such as Whole Person Health score.
 - (7) Help develop the Architecture and Instructure that allows the organization to hardwire their approach to change/improvement.
 - (8) Work with internal stakeholders at COUNTY to spread Jurupa Valley pilot concepts:
 - (a) Three (3) new clinics by Dec 2023. The targeted clinics are Indio, Rubidoux, and Hemet.
 - (b) The remaining 10 clinics are planned for Jan 2024 through Dec 2024.
 - (c) Success is predicated on COUNTY and clinic leadership being mutually aligned with the pace and timeline.
- C. Pilot Integrated Service Delivery in various Human Services & Safety environments targeting the following regions/cities:
 - (1) Perris
 - (2) Blythe
 - (3) Riverside
 - (4) Corona
 - (5) Temecula.

Other COUNTY Services Support:

(1) Office on Aging:

- a. Major focus on establishing Daily Management
- b. Limited VSA/RIE activities

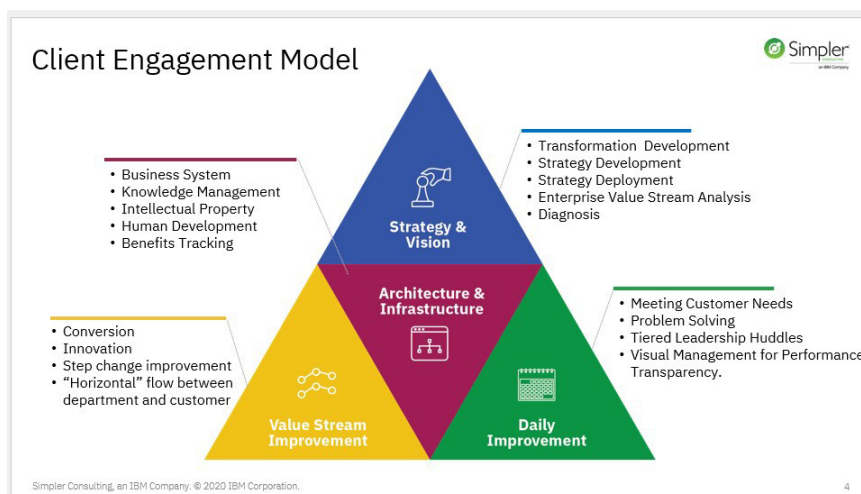
Plan for support activities:

- 4 Quarterly Executive reviews session regarding Pilot. Coach Executive Steering Team on required adjustments to ensure progress towards performance targets.
 - Executive Coach/Sr. Sensei level support as required.
 - Human Services/Clinical SME support for Value Stream Improvement coaching and RIE execution.
Ongoing weekly (Gemba Coaching) Support for Daily Management, RIE prep and sustainment.
- D. Work with designated personnel within areas listed above to implement Value Stream Improvement and a Lean Daily Management System (DMS) including Tiered leadership Huddles with the objective of improving performance. This work shall include, but not be limited to, the following:
- (1) Coaching delivered either on-site or remotely as appropriate, on the principles and methods of Lean DMS.
 - (2) Co-development of DMS artifacts such as DMS boards, issue trackers, process control tools, and A3 problem-solving worksheets.
 - (3) Co-implementation of a tiered huddle system for the purpose of identifying and communicating variances to daily performance criteria and/or customer service issues, improvement opportunities, and other elements of the DMS approach.
 - (4) Identification, quantification, and prioritization of improvement opportunities suitable for immediate corrective actions or Rapid Improvement Events (RIEs) as appropriate to drive operational stability within the epidemiology and corresponding customers.
 - (5) Coaching delivered either on-site or remotely to ISD personnel on the implementation of the above DMS elements for the purpose of rapidly integrating feedback and improvements in DMS methods and technique.

B.3 SCOPE ELEMENTS

1. Core engagement will focus on coaching and teaching leadership and staff to apply Lean methodology and tools within the Integrated Service Delivery Transformation Initiative (ISD) workgroup. The focus is to bring together processes to provide better care integration for members, patients, and clients. The Jurupa Valley Clinic has been identified as the initial site of practice.

The 4 elements below are components of the Simpler Business System that will be used as a guide for change:



- Plan for Support:
 - Strategic Alignment
 - New Process Design
 - Value Stream Improvement
 - Rapid Improvement Event (Prep, Execution, and Sustainment)
 - Daily Management System Coaching
 - Executive/Leadership Coaching, Strategy Sessions, or work requiring an additional Executive Coach/Sr. Sensei.

B.4 PROJECT GOALS:

CONTRACTOR and COUNTY agree to work together towards the following to ensure the expected goals, including the target timelines and tasks from planning events (VSA, RIE, etc.), are completed timely throughout the course of the project.

- A. CONTRACTOR and COUNTY will identify performance goals and (notional) schedules for the upcoming duration of the contract no later than September 30, 2023.
- B. CONTRACTOR and COUNTY will arrange a tracking and sign-off method with approvals by both parties to confirm completion of each performance task.

B.5 CHANGES IN SCOPE

CONTRACTOR and COUNTY agree that any changes to scope, price, department or location of services must be mutually agreed to by the parties in writing.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

SIMPLER NORTH AMERICA, LLC

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Sep 20, 2023

Date



Director's Signature

SIMPLER NORTH AMERICA, LLC.
PO Box 643979
Pittsburgh, PA 15264-3979

Address of Vendor/Recipient
(08/13/01)

ATTACHMENT II – DPSS 2076A, DPSS 2076B & Instructions
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) = (\$) _____
_____ (# 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
DPSS 2076A (9/19) CONTRACTOR PAYMENT REQUEST

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.

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
 RATIFICATION AND AMENDMENT No. 1 to the First Amended and Restated
 PROFESSIONAL SERVICES AGREEMENT
 SIMPLER NORTH AMERICA, LLC.**

PROFESSIONAL SERVICES AGREEMENT: DPSS-0004398

PERIOD OF PERFORMANCE: December 15, 2022 – June 30, 2026

EFFECTIVE DATE OF AMENDMENT: July 1, 2023

AMENDED MAXIMUM REIMBURSABLE AMOUNT FOR FY 23/24: \$3,222,488

This Ratification and Amendment No. 1 to the First Amended and Restated Agreement #DPSS-0004398, for the Lean Leadership and Delivery Support for Integrated Services Delivery Model is made by and entered between SIMPLER NORTH AMERICA, LLC, a Delaware Corporation (herein referred to as “CONTRACTOR”), 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”).

RECITALS

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement, DPSS-0004398, approved December 13, 2022, Agenda Item 3.31, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as “Original Agreement”);

WHEREAS, COUNTY and CONTRACTOR then entered into that Amended and Restated Agreement, the Original Agreement was superseded and replaced in its entirety by the Agreement, DPSS-0004398, approved September 26, 2023, Agenda Item 3.26, for Lean Leadership and Delivery Support for Integrated Services Delivery Model (herein referred to as “Agreement”),

WHEREAS, notwithstanding the terms of the First Amended and Restated Agreement, on July 1, 2023, the parties acknowledge and agree that they increased spending, without a written amendment; and

WHEREAS, as of the Effective Date provided herein, the parties agree that the increase in spending shall be deemed to have been in effect from the effective date of July 1, 2023; and,

WHEREAS, COUNTY and CONTRACTOR now desire to ratify and amend the Agreement to increase the budget for the fiscal year period July 1, 2023 through June 30, 2024 and minor Scope of Service changes, all in accordance with terms and conditions (T&C) attached hereto and incorporated herein by this reference; and,

WHEREAS, Section 39 of the Agreement allows for modifications by written amendment signed by both parties.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to ratify and amend the Agreement according to the terms and in the manner set forth herein:

1. Recitals. The above recitals are true and correct and incorporated by this reference.
2. **Ratification.** All actions taken by both COUNTY and CONTRACTOR prior to the date hereof were in compliance with, and pursuant to the terms and conditions of the Agreement and are hereby confirmed and ratified.
3. Delete and replace Schedule A, Section A.1, "Maximum Amounts – Annual and Aggregate Totals," to read:

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total aggregate ANNUAL payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	TOTAL PAYMENT: FIRST AMENDED AND RESTATED	TOTAL PAYMENT: AMENDMENT NO. 1
*December 15, 2022 through June 30, 2023	Actual expenditures: \$999,822	Actual expenditures: \$999,822
**July 1, 2023 through June 30, 2024	Not to Exceed \$2,393,740	Not to Exceed \$3,222,488
July 1, 2024 through June 30, 2025	Not to Exceed \$1,000,000	Not to Exceed \$1,000,000
July 1, 2025 through June 30, 2026	Not to Exceed \$750,000	Not to Exceed \$750,000
Total AGGREGATE (FROM SIGNATURE THROUGH JUNE 30, 2026)	Not to Exceed \$5,143,562	Not to Exceed \$5,972,310

*Fiscal Year Period December 15, 2022 through June 30, 2023 includes funding in the amount of \$136,485 from Office on Aging for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870.

** Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$393,740 from Office on Aging for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0004870.

**Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$500,000 for ISD from State grant funding from Housing Disability and Advocacy Program (HDAP). The rest of the budgeted funds are through ISD.

**Fiscal Year Period July 1, 2023 through June 30, 2024 includes budgeted funds in the amount of \$828,748 from Riverside University Health System – Public Health (“RUHS-PH”) for use of this agreement through Memorandum of Understanding (MOU) #DPSS-0005073.

4. Amend Schedule B, Section B.2, “CONTRACTOR RESPONSIBILITIES” Sub-section C, to add subparagraph (2) as follows:

Other COUNTY Services Support:


(1) Office on Aging:

- a. Major focus on establishing Daily Management
- b. Limited VSA/RIE activities

(2) Other County Agencies – as agreed upon in writing and within the Scope of Services in this agreement.

5. Effective Date. This Ratification and Amendment No. 1 shall be effective July 1, 2023.
6. SIGNED IN COUNTERPARTS: This Amendment 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.
7. ELECTRONIC SIGNATURE: Each party of this Amendment 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 Amendment. 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.
8. Miscellaneous. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Ratification and Amendment No. 1 to the First Amended and Restated Agreement #DPSS-0004398 as of the date last written below.

Authorized Signature for SIMPLER NORTH AMERICA, LLC 	Authorized Signature for County <i>Elita J. Dao</i>
Printed Name of Person Signing: Michael Chamberlain	Printed Name of Person Signing: Elita Dao

Title: President, Simpler North America, LLC	Title: Procurement Contract Specialist
Date Signed: Feb 29, 2024	Date Signed: Feb 29, 2024

Authorized Signature for SIMPLER NORTH AMERICA, LLC <i>Siri Kittikoune</i>
Printed Name of Person Signing: Siri Kittikoune
Title: Chief Financial Officer, Simpler North America, LLC
Date Signed: Feb 29, 2024

Approval as to Form
Minh C. Tran
County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel
Date: Feb 29, 2024