

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-1026 -A1

SAP Number

Department of Risk Management

Department Contract Representative	Paul D. Kiehl
Telephone Number	909-386-8710
Contractor	Origami Risk LLC
Contractor Representative	Jason Franks
Telephone Number	847-786-2066
Contract Term	9/27/2023 – 9/26/2028
Original Contract Amount	\$1,665,375
Amendment Amount	\$128,945
Total Contract Amount	\$1,794,320
Cost Center	Various
Grant Number (if applicable)	

Briefly describe the general nature of the contract: On July 2, 2024, the Director of Risk Management executed a change order for system enhancements. This was converted to an Amendment to increase the contract amount.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>▶ <i>Bonnie Uphold</i></p> <p>Bonnie Uphold, Supervising Deputy County Counsel</p> <p>Date <u>6/13/2025</u></p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ <i>Paul D. Kiehl</i></p> <p>Paul D. Kiehl, Deputy Director, Department of Risk Management</p> <p>Date <u>6-13-25</u></p>
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ORDER FORM #20240311

CONTACT INFORMATION	
Client: San Bernardino County Address: 385 N Arrowhead Ave San Bernardino, CA 92415-0103 Primary Contact: Paul Kiehl Primary Contact Email: pkiehl@rm.sbcounty.gov	Bill To Contact: Bill To Email: pkiehl@rm.sbcounty.gov Is purchase order (PO) required? <input type="checkbox"/> Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Effective Date: 2024-03-11
 End Date: 2028-09-26

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Additional Non-Searchable File Attachment Storage	700 Additional GBs of Non-Searchable File Attachment Storage
	Current Period Total: \$4,695.81 Annual Total: \$8,050.00

Total Current Period Fees: \$4,695.81
Total Annual Fees: \$8,050.00

BILLING DETAILS AND ADDITIONAL TERMS

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

Fees for the current year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/service-descriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By:  _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: May 16, 2024

SAN BERNARDINO COUNTY

By:  _____

Name: Victor Tordesillas
(Print Name)

Title: Deputy Executive Officer

Date: 7/2/24

ORDER FORM #20240429

CONTACT INFORMATION	
Client: San Bernardino County Address: 385 N Arrowhead Ave San Bernardino, CA 92415-0103 Primary Contact: Paul Kiehl Primary Contact Email: pkiehl@rm.sbcounty.gov	Bill To Contact: Bill To Email: pkiehl@rm.sbcounty.gov Is purchase order (PO) required? <input type="checkbox"/> Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS
Effective Date: 2024-04-29 End Date: 2028-09-26

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
ODG Integration	30 User(s)
Current Period Total: \$8,268.75 Annual Total: \$19,845.00	

Total Current Period Fees: \$8,268.75
Total Annual Fees: \$19,845.00

BILLING DETAILS AND ADDITIONAL TERMS
<p>This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.</p> <p>Fees for the current year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.</p> <p>Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicesdescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.</p>

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By:  _____

Name: Ernest Bentley
(Print Name)

Title: President, Risk Solutions

Date: May 24, 2024

SAN BERNARDINO COUNTY

By:  _____

Name: Victor Tordesillas
(Print Name)

Title: Deputy Executive Officer

Date: 7/2/24

STATEMENT OF WORK

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for San Bernardino County (“Client”). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement.

TERM

The term of this SOW shall begin upon the execution of this SOW by both parties and shall terminate upon the completion of the implementation work described herein.

IMPLEMENTATION

Implementation is the process of configuring the Service for use by Client as contemplated in the “Implementation Scope” section of this SOW. Client’s provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Based on conversations with the Client, this SOW includes up to 24 hours of professional services for the implementation deliverables set forth in this SOW. In the event that additional hours are needed to complete the implementation deliverables, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Implementation Scope

Origami will work with Client to perform the following implementation tasks:

<u>RMIS Configuration</u>	
<u>System Configuration</u>	
Deliverable	Scope
ODG Integration Configuration	Deploy standard Origami ODG Integration, including applicable fields, forms and codes. Any additional Workflow or Reports will be included in applicable sections included in this Statement of Work.
Workflow Configuration	Provide Origami workflow configuration for the following domains: <ul style="list-style-type: none">• Claim Domain
<u>Deployment</u>	
Deliverable	Scope
User Acceptance Testing (UAT) Support	Provide support for UAT. <u>Assumptions:</u> <ul style="list-style-type: none">• Client will create UAT test plan and execute all UAT scenarios.
<u>Project Management</u>	
Deliverable	Scope
Project Management	Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below: Origami will: <ul style="list-style-type: none">- Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. Client will: <ul style="list-style-type: none">- Complete all Client assigned project tasks (e.g., discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline.

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| | <ul style="list-style-type: none"> - Coordinate all activity within Client's organization to complete Client's tasks on the project schedule. - Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule |
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CLIENT ROLES AND RESPONSIBILITIES

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.

PRICING AND INVOICE SCHEDULE

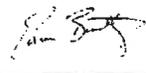
Origami will invoice Client \$4,400.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of this SOW by both parties and due in accordance with the terms of the Agreement.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

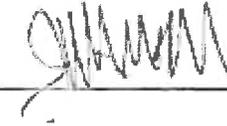
By:  _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: May 24, 2024

SAN BERNARDINO COUNTY

By:  _____

Name: Victor Tordesillas
(Print Name)

Title: Deputy Executive Officer

Date: 7/2/24



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.
For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: San Bernardino Department of Risk Management

Contact Name: Paul D. Klehl Telephone: 909-386-8710

Agreement No.: 23-1026 Amendment No.: 1 Date of Board Item 9/26/23 ✓ Board Item No.: 63 ✓

Name of Contract Entity/Project Name: Origami Risk LLC

Explanation of request/Special Instructions:

Item No. 63 on the September 26, 2023 Consent Calendar, as approved by the Board of Supervisors, authorized the Director of Risk Management (DRM) to execute change orders to the Contract with Origami Risk, LLC, as needed, in a total amount not-to-exceed \$50,000 annually, provided that the change orders do not amend the terms of the Contract, and subject to review by County Counsel. This enhancement will allow the County to improve and benchmark RTW performance and set claim reserves based on industry data. This enhancement also requires additional storage for file attachments. This request **is for approval for the DRM to execute the Order Form in the amount of \$17,364.56 does not cause the amount to exceed \$50,000 for the annual period and does not amend the terms of the Contract.**

Insert check mark that the following required documents are attached to this request:

- Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Bonnie Uphold	Date Sent: 6/20/2024
Reviewing County Counsel Use Only	Review Date <u>6/26/2024</u> <u>Bonnie Uphold</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>7/1/24</u> <u>Christen Miller</u> Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: <input type="checkbox"/> Chair <input type="checkbox"/> CEO <input checked="" type="checkbox"/> Department <input type="checkbox"/> Return to Department for preparation of agenda item