

San Bernardino County

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the San Bernardino County Department of Aging and Adult Services - Public Guardian (DAAS-PG) In-Home Supportive Services (IHSS), hereinafter referred to as the "County", and **URM TECHNOLOGIES, INC.**, a **CORPORATION**, with its principal place of business at **28486 Westinghouse Place, #130, VALENCIA, CA 91355**, hereinafter referred to as the "Vendor," based upon County policies and the following legal citations:

RECITALS

- A. Vendor shall perform and assume responsibility for the provision of professional Volume Data Scanning and Full Migration Services to include Secure Transport and Storage contracting services required by the County on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional Volume Data Scanning and Full Migration Services to include Secure Transport and Storage contracting services, is licensed in the State of California, if applicable;
- B. County shall engage with Vendor to render such services for the Volume Data Scanning and Full Migration Services to include Secure Transport and Storage as set forth in this Agreement;
- C. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- D. This Agreement is made and entered into effective the date the County signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor's Name: URM Technologies, Inc.

Address: 28486 Westinghouse Place

Suite 130

City: Valencia

State: CA Zip: 91355

Business Phone: 661.705.0500

Business Fax: 562.801.6246

Other Contact Number: 800.280.5180

Federal Tax I.D. Number: 35-2430354

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in **Exhibit "A"** attached hereto and incorporated herein by this reference. The work completed will be for In-Home Supportive Services offices located in, Needles, San Bernardino, Victorville, and Yucca Valley.
- B. The County's responsibilities, other than payment, are described in **Exhibit "B"** attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in **Exhibit "C"** attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall from October 8, 2024 through October 7, 2025. The County acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work – Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The County will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties – Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the County, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the County, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the County.
- C. Subcontracting – Vendor may retain or subcontract for the services of other necessary Vendors in its normal course of business. Any and all subcontractors shall be subject to the terms and conditions of this AGREEMENT, with the exception that the County shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]. The vendors, subcontractors, and independent contractors provided in addendum A are approved by the County. See Addendum A for pre-approved vendors and service providers.

- D. Conformance to Applicable Requirements – All work prepared by Vendor shall be subject to the approval of County.
- E. Substitution of Key Personnel – Vendor has represented to County that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of County. In the event that County and Vendor cannot agree as to the substitution of key personnel, County shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the County, or who are determined by the County to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the County. The key personnel for performance of this Agreement are as follows: **Ever Valencia and Marco Fregoso**.
- F. County's Representative – The County hereby designates Sandra Diaz to act as its representative for the performance of this Agreement ("County's Representative"). Vendor shall not accept direction or orders from any person other than the County's Representative or his or her designee.
- G. Vendor's Representative – Vendor hereby designates **Ever Valencia**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations – The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold County, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees – Vendor shall perform all

services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the County to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the County, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Intellectual Property – Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the County unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The County and the Vendor agree that to the extent permitted by law, until final approval by the County, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- K. Entire Agreement – This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. In the event of a conflict between this agreement and the proposal as attached, this agreement shall control and supersede. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- L. Termination –
 - 1. The County may terminate the whole or any part of this Agreement at any time without cause by giving at least one hundred and twenty (120) days written notice to the Vendor. The written notice shall

specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the County. The County shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the County terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, County may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within thirty (30) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- M. Payment – Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The County will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- N. Restrictions on County Employees – The Vendor shall not employ any County employee or official in the work performed pursuant to this Agreement. No officer or employee of the County shall have any financial interest in this Agreement in violation of federal, state, or local law.
- O. Choice of Law and Venue – The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

- P. Delivery of Notices – All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

URM Technologies, Inc.

28486 Westinghouse Place, Suite 130

Valencia, CA 91355

Attn: Ever Valencia

County:

San Bernardino County Department of Aging and Adult Services (DAAS)

In-Home Supportive Services (IHSS)

9445 Fairway View Place, Suite 110

Rancho Cucamonga, CA 91730.

Attn: Nancy Solis

Such notice shall be deemed made when personally delivered or when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Q. County's Right to Employ Other Vendors – County reserves right to employ other Vendors in connection with this project.
- R. Amendment; Modification – No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- S. Waiver – No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- T. Confidentiality – Vendor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Vendor shall not use or disclose any identifying information for any other purpose other than carrying out the Vendor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract. Vendor shall securely

transport the files and will be held liable should there be an occurrence of a breach of confidentiality and privacy of the case records

Vendor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Vendor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

1. Read, understand and comply with the Privacy and Security Requirements Summary.
2. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
3. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov

U. Indemnification and Insurance –

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the

scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

12. **Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's

Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

13. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations).
- d) Explosion, collapse and underground hazards.
- e) Personal injury.
- f) Contractual liability.
- g) \$2,000,000 general aggregate limit.

14. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

15. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage

requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

16. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

OR

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

OR

Directors and Officers Insurance – coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- V. **Supplementary General Conditions (for projects that are funded by Federal programs)** – The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by VENDOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. VENDOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event VENDOR violates or breaches terms of the Agreement.
2. COUNTY may terminate the Agreement for cause or for convenience, and VENDOR may terminate the Agreement, as provided the General Conditions.

3. VENDOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by COUNTY and/or subcontracts in excess of \$10,000 by COUNTY and/or subcontracts in excess of \$10,000 entered into by VENDOR.
4. VENDOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

VENDOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part).
5. VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. VENDOR shall observe COUNTY requirements and regulations pertaining to reporting included in the General Conditions.
7. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the COUNTY.
8. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the COUNTY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
9. VENDOR shall provide access by the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. VENDOR shall retain all required records for three years after COUNTY makes final payments and all other pending matters relating to the Agreement are closed.
11. VENDOR shall comply with all applicable standards, orders, or

requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

12. VENDOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- W. Authority To Execute – The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.
- X. Electronic Signature – This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

SAN BERNARDINO COUNTY

**URM TECHNOLOGIES, INC.
28486 Westinghouse Place
Suite #130
Valenica, CA 91355**

SAN BERNARDINO COUNTY

Name: David Cleland

Digital Business Development
Sr. Vice President
dcleland@vrcnetwork.com

▶

Dawn Rowe, Chair, Board of Supervisors

Sign: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

EXHIBIT A
SCOPE OF WORK

DAAS – San Bernardino

- Social Worker Stations
 - 754 Boxes of Active Files (10" x 12" x 15") *
- File Room
 - 70 Boxes of Closed/Term Files (10" x 12" x 15") *
 - 22 Odd-size boxes of Closed/Term Files *
- Room #119
 - 68 Odd-size boxes of Term/Denied boxes *
- Overflow
 - 26 Boxes of Closed/Term Files on Workstations (10" x 12" x 15") *

SOURCE DOCUMENTS – (up to 11" x 17")

Scanning per standard size carton, \$317.00 x 940	\$297,980.00
Job Setup	Included
Basic Document Preparation, per image	Included
(Remove staples, paper clips, repair torn pages, etc.).	
Client will receive completed boxes; the original pages should be placed in the original corresponding file folder and dropped filed in any section. The pages will not be pronged and will not be filed in their original section. The pages will be dropped filed in its corresponding file folder.	
Document Scanning, per colored image.....	Included
Data Entry, per Keystroke.....	Included
Index Data Entry, per Section	Included
Optical Character Recognition, per image.....	Included
(Full text searching)	
Image Delivery, per upload	Included
(via URM Secure Cloud or Client's Secure Cloud)	
Transportation, per trip, \$150.00 x 3	\$450.00
Labor, per hour, \$65.00 x 48	\$3,120.00
New Box, per box \$4.00 x 850.....	\$3,400.00
Total.....	<u>\$304,950.00</u>

*The number of boxes listed above is an estimated quantity and is subject to change. Any amount exceeding the number of boxes specified above shall be charged at the same carton rate of \$317.00 per box.

EXHIBIT A

VENDOR SCOPE OF SERVICES

DAAS - Victorville

- Filing Cabinets
 - 658 Boxes of Active Files (10" x 12" x 15") *
- Closed Files – Brown Boxes
 - 52 Odd-size boxes of Closed/Term Files *
- File Room – Closed Files *
 - 65 Odd-size boxes of Term/Denied boxes *
- Overflow
 - 20 Boxes of Closed/Term Files on Workstations (10" x 12" x 15") *

SOURCE DOCUMENTS – (up to 11" x 17")

Scanning per standard size carton, \$317.00 x 795 \$252,015.00

Job Setup Included

Basic Document Preparation, per image Included

(Remove staples, paper clips, repair torn pages, etc.)

Client will receive completed boxes; the original pages should be placed in the original corresponding file folder and dropped filed in any section. The pages will not be pronged and will not be filed in their original section. The pages will be dropped filed in its corresponding file folder.

Document Scanning, per colored image Included

Data Entry, per Keystroke Included

Index Data Entry, per Section Included

Optical Character Recognition, per image Included

(Full text searching)

Image Delivery, per upload Included

(via URM Secure Cloud or Client's Secure Cloud)

Transportation, per trip, \$150.00 x 3 \$450.00

Labor, per hour, \$65.00 x 45 \$2,925.00

New Box, per box \$4.00 x 743 \$2,972.00

Total \$258,362.00

*The number of boxes listed above is an estimated quantity and is subject to change. Any amount exceeding the number of boxes specified above shall be charged at the same carton rate of \$317.00 per box.

EXHIBIT A

VENDOR SCOPE OF SERVICES

DAAS – Yucca Valley

- Filing Cabinets
 - 66 Boxes of Active Files (10" x 12" x 15") *
- File Room – Brown Boxes
 - 86 Odd-size boxes of Closed/Term/Denied Files *
- Overflow – Active/ Closed/Term/Denied Files On Workstations
 - 38 Boxes *

SOURCE DOCUMENTS – (up to 11" x 17")

Scanning per standard size carton, \$317.00 x 190 \$60,230.00

Job Setup Included

Basic Document Preparation, per image Included

(Remove staples, paper clips, repair torn pages, etc.)

Client will receive completed boxes; the original pages should be placed in the original corresponding file folder and dropped filed in any section. The pages will not be pronged and will not be filed in their original section. The pages will be dropped filed in its corresponding file folder.

Document Scanning, per colored image Included

Data Entry, per Keystroke Included

Index Data Entry, per Section Included

Optical Character Recognition, per image Included

(Full text searching)

Image Delivery, per upload Included

(via URM Secure Cloud or Client's Secure Cloud)

Transportation, per trip, \$225.00 x 2 \$450.00

Labor, per hour, \$65.00 x 10 \$650.00

New Box, per box \$4.00 x 105 \$420.00

Total \$61,750.00

*The number of boxes listed above is an estimated quantity and is subject to change. Any amount exceeding the number of boxes specified above shall be charged at the same carton rate of \$317.00 per box.

EXHIBIT A

VENDOR SCOPE OF SERVICES

DAAS –Needles

- Filing Cabinets
 - 22 Boxes of Active Files (10" x 12" x 15") *
- Closed Files – Brown Boxes
 - 8 Odd-size boxes of Closed/Term Files *
- File Room – Closed Files
 - 3 Boxes *
- Overflow – Active/ Closed/Term/Denied Files On Workstations
 - 5 Boxes *

SOURCE DOCUMENTS – (up to 11" x 17")

Scanning per standard size carton, \$317.00 x 38..... \$12,046.00

Job Setup Included

Basic Document Preparation, per image Included

(Remove staples, paper clips, repair torn pages, etc.)

Client will receive completed boxes; the original pages should be placed in the original corresponding file folder and dropped filed in any section. The pages will not be pronged and will not be filed in their original section. The pages will be dropped filed in its corresponding file folder.

Document Scanning, per colored image Included

Data Entry, per Keystroke Included

Index Data Entry, per Section Included

Optical Character Recognition, per image Included

(Full text searching)

Image Delivery, per upload Included

(via URM Secure Cloud or Client's Secure Cloud)

Transportation, per trip, \$225.00 x 2 \$450.00

Labor, per hour, \$65.00 x 6..... \$390.00

New Box, per box \$4.00 x 30 \$120.00

Total..... \$13,006.00

*The number of boxes listed above is an estimated quantity and is subject to change. Any amount exceeding the number of boxes specified above shall be charged at the same carton rate of \$317.00 per box.

VENDOR Definitions

Job Setup – VENDOR will prepare this document with the COUNTY. It will provide the Production team instructions for how to prepare, index and ultimately deliver the scanned images to the COUNTY. Modifications to this document after COUNTY acceptance will require a Change Request and may incur additional fees.

Per Image – Any side of an object, sheet of paper with printed, handwritten or marks scanned by our scanning devices that produce an image.

Transportation – Box Preparation for Pickup & Scanning

VENDOR will pick up boxes of documents to be scanned on an agreed-upon schedule or on-call. Boxes must be in good condition with contents secured inside.

VENDOR will provide barcode labels for the COUNTY to barcode each box for tracking purposes. VENDOR will receive, scan each barcode, and validate the load per the agreed job setup.

Boxes must be ready for scanning upon receipt. VENDOR will NOT review the files within boxes for accuracy.

Vendor will not perform any additional work not stated or provided in **EXHIBIT B**. It is imperative that the County review uploaded documents as soon as possible to identify any issues or errors and no later than the agreed upon twenty-one (21) calendar days.

General Conditions

Successful completion of this engagement is contingent upon COUNTY delivering the documents organized and prepared as set out in the SOW. To the extent (i) COUNTY fails to deliver the document as agreed in the SOW, or (ii) the assumptions are not accurate, and as a result VENDOR's ability to perform its obligations in accordance with this SOW is adversely impacted, timelines and milestone dates shall be reasonably adjusted. Any additional services required as a result will be billed at the adjusted rate provided in the Change Order form. Professional services provided to reorganize the documents due to improper preparation and to modify the job set up and/or to create a Change Order form shall be billed at the professional service rates provided in the pricing schedule.

Skewed and faxed documents will not be corrected. Documents will be as readable as the originals, except that due to the impact of the state-of-the-art technology that we use, any documents on colored (no matter how slight the variation from plain white paper they might be) textured, or heavier paper may not be readable if the images are created in black and white because these characteristics will be perceived and captured as being black by our systems. Additionally, digital images created in color or gray scale will be significantly larger than images created solely in black and white.

Boxes and/or documents out of scope will be suspended and marked as exceptions. COUNTY will be notified, and a resolution must be in place within 48 hours otherwise boxes and/or documents will be scheduled for return to COUNTY. Delivery charges will apply. Images will be deemed acceptable 21 calendar days post delivery at which time if the COUNTY finds that images are not readable as the originals, the COUNTY will complete a written request to have the original documents corrected. The VENDOR will perform its obligation in accordance with this SOW and make reasonable efforts to provide documents as readable as the originals.

Final invoicing will be for the actual number of images processed. The above pricing is an estimate only based upon file counts provided by COUNTY. This quote is valid for 30 days and prices do not include State and Local sales tax.

Thirty (30) days after delivery of work, the images and indexes will be deemed accepted by COUNTY.

VENDOR will invoice COUNTY upon completion of each batch, in the amount outlined in each Statement of Work. Payment terms are due upon receipt.

EXHIBIT B

RESPONSIBILITIES & ASSUMPTIONS

- **Box Preparation & Transportation**
 - Boxes and contents must be in good condition.
 - VENDOR will provide barcode labels for COUNTY to barcode each box prior to scheduling the pick-up.
 - VENDOR will schedule the pick-up and transportation of the boxes.
 - A copy of the work order will be provided upon pickup.
 - VENDOR will receive the boxes, scan each barcode label, and validate the load.
- **Document Preparation**
 - VENDOR assumes paper is in good condition, flat and without tears or folds.
 - VENDOR remove files and folders from the boxes to extract the documents to be scanned. VENDOR utilizes COUNTY's supplied database to produce unique bar-coded document separator sheets for each record. If no database is available. VENDOR SHALL NOT USE ANY NAMES OR DOCUMENTS WITHIN THE FILE AT ANY TIME DURING THE SCANNING PROCESS. ALL NECESSARY DATA SUCH AS CASE NAME AND CASE NUMBER WILL BE TAKEN FROM THE LABEL LOCATED OUTSIDE THE ORIGINAL FILE FOLDER FOR FILE INDEXING AND CORRECT SPELLING.

Insert Patch-T separator sheets at appropriate document and file breaks.
 - VENDOR removes staples and paper clips, velo-bindings and comb bindings, repair torn pages, photocopy folder tabs (if required for special handling). VENDOR moves post-it notes to non-image area of document.
 - Oversize documents, post-its, pictures, and fragile documents required special handling.
 - VENDOR will perform basic document preparation as per the Job Setup form for each application.
- **Scanning**
 - VENDOR personnel will perform document scanning as per the Job Setup form for each application.
 - COUNTY's images are inspected as they are being scanned.
 - VENDOR will perform 5% audit on the images created to check for image orientation, de-speckle, and de-skew. Reject and re-scan folded and improperly oriented images.
- **File Index**
 - VENDOR will capture metadata for the files as described in the Job Setup form.
 - VENDOR provides delivery of Image Options.
 - VENDOR post-conversion, images and metadata will be transferred according to Job Setup form.
- **VENDOR's Post-Scanning Options**
 - Upon scanning completion, VENDOR will return, store, or destroy all cartons after 30 days with COUNTY's written approval.
- **Document Reassembly**
 - VENDOR will perform basic reassembly, storage, destruction, or return of documents according to Job Setup form.

- Client will receive completed boxes; the original pages should be placed in the original corresponding file folder and dropped filed in any section. The pages will not be pronged and will not be filed in their original section. The pages will be dropped filed in its corresponding file folder. Should the COUNTY require a file on a rush basis while it is in the possession of VENDOR, VENDOR will scan the file and make it available via VENDOR's secure site, or secure email within 48 hours. Hard copy file can be delivered next business day.
- After scanning, VENDOR will return all boxes to the COUNTY.
- Any changes to the SOW must be documented in a Change Order Form and might result in pricing adjustments.

EXHIBIT C

TERMS OF PAYMENT

1. The estimated investment is based on an inventory and review process completed by Vendor. Any figures beyond the original estimates will be charged at the same rate per carton/box.
2. The maximum amount under this Contract shall not exceed \$1,100,000. This maximum amount is not a guaranteed amount to be paid to Vendor, and shall also be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof.
3. The Vendor will electronically submit progress payments along with documentation evidencing services completed to date.
4. The Vendor agrees that County payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the County. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties.
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. County-provided Purchase Order Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. URM will deliver scanned images to the County electronically as they are created via secure Box.com account or the County's ftp site. URM will issue separate invoices for each office and each office shall be treated as individual projects.
7. URM will issue the invoices in three (3) stages. The first invoice equal to fifty percent (50%) of the projected cost of each project shall be issued at the time the boxes are picked up. The second invoice equal to twenty-five percent (25%) of the projected cost of each project will be issued when fifty percent (50%) of the project has been delivered to the County. The final invoice equal to the remaining twenty-five percent (25%) of the projected cost of each project will be issued when seventy-five percent (75%) of the project has been delivered to the County.

Invoices must be submitted monthly and are due within twenty (20) calendar days following the month of service, either electronically or by mail, to:

HS ITSD

Attn: Laurie Avila

834 Hardt St

San Bernardino, CA 92415

OR

Email Address: HSLicensing@hss.sbcounty.gov

8. Invoices are due sixty (60) days from the date of the invoice.
9. Reimbursement for Expenses – Vendor shall not be reimbursed for any expenses unless authorized in writing by the County.
10. Maintenance and Inspection – The vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.