

# Dane County Contract Cover Sheet

RES 140  
Significant

<b>Dept./Division</b>	Human Services / ACS
<b>Vendor Name</b>	Vertiba, LLC dba Publicis Sapiant
<b>Vendor MUNIS #</b>	30821
<b>Brief Contract Title/Description</b>	Provide & implement Salesforce Software for Behavioral Health Resource Center Project
<b>Contract Term</b>	8/17/2020 – 8/16/2021
<b>Total Contract Amount</b>	\$ 172,970

<b>Contract #</b> <small>Admin will assign</small>	14083
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req # 2020	Org Code	Obj Code	Amount	\$
Year 2053	Org Code	Obj Code	Amount	\$

<b>Resolution /Addendum Form</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input checked="" type="checkbox"/> Resolution required and a copy is attached.			Res # 140
	<input type="checkbox"/> Addendum Form required.			Year 2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/23/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Jeremy Johnson, Sr. Director Business Dev
Phone #	(608) 242-6391	Phone #	720-277-1925
Email	<a href="mailto:larsen.spring@countyofdane.com">larsen.spring@countyofdane.com</a>	Email	<a href="mailto:jeremy.johnson@publicis.sapiant.com">jeremy.johnson@publicis.sapiant.com</a>
Address	1202 Northport Drive, RM Gr42A, Madison WI 53704	Address	11030 Circle Point Rd #110, Westminster, CO 80020

<b>Human Services Only</b>	a. Dane County Res. #	N/A	<b>Approvals</b>	Initials	Date
	b. Budget/Personnel Required	No	g. Accountant	LY	7/22/20
	c. Program Manager Name	Clemens	h. Supervisor	CW	7/22/2020
	d. Current Contract Amount	\$ -	i. Corporation Counsel	NA	NA
	e. Adjustment Amount	\$172,970	j. To Provider	DOA/KC	7/15/2020
	f. Revised Contract Amount	\$172,970	k. From Provider	KC	7/22/2020

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	<i>Shawn Tessmann</i>	7/23/2020
	<b>Printed Name</b>	
	Shawn Tessmann, Director of Human Services	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<i>Greg Brockmeyer</i>	7/30/20
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<i>David Gault</i>	7/23/20
	<b>Comments</b>	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, July 23, 2020 10:56 AM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14083  
**Attachments:** 14083.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 7/23/2020 10:56 AM	Approve: 7/23/2020 10:56 AM
	Clow, Carolyn	Read: 7/23/2020 10:57 AM	Approve: 7/23/2020 11:54 AM
	Gault, David	Read: 7/23/2020 1:36 PM	Approve: 7/23/2020 1:39 PM
	Lowndes, Daniel		Approve: 7/23/2020 11:04 AM
	Stavn, Stephanie	Read: 7/23/2020 10:57 AM	

Contract #14083

Department: Human Services

Vendor: Vertiba LLC

Contract Description: Provide & implement Salesforce Software for Behavioral Health Resource Center Project (RES 140)

Contract Term: 8/17/20 – 8/16/21

Contract Amount: \$172,970

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

*Michelle Goldade*

Administrative Assistant II

Dane County Department of Administration

Room 362, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

**AWARDING CONTRACT WITH VERTIBA LLC DBA PUBLICIS SAPIENT AND ESTABLISHING A NEW EXPENDITURE LINE FOR BHRC DATA PROCESSING SERVICES DCDHS – ACS DIVISION**

Dane County Department of Human Services (DCDHS) Adult Community Services (ACS) Division seeks to purchase Salesforce software licensing from Carahsoft Technology Group in order to use Salesforce software for the Behavioral Health Resource Center (BHRC). DCDHS seeks to contract with Vertiba LLC, a global certified Salesforce consulting partner, to provide implementation services for the configuration of Salesforce for use at the BHRC. This software solution will be used by BHRC staff as they connect individuals in Dane County with the behavioral health resources they need while accompanying individuals throughout the consumer journey from initial encounter through provision of services.

The BHRC will consist of qualified service specialists, who guide individuals seeking to navigate the offering for behavioral health and other resources in Dane County with the mission to provide a ‘warm hand off’ and providing assistance from initial encounter through needs assessment to a connection with / service provision from provider-type (counseling, etc.) and non-provider type (food pantry, transportation, etc.) resources. These efforts will be supported by external peer support specialists. The BHRC software connects all involved resources around the consumer case throughout the consumer journey, serves as a platform for providing connection and support and aids in data gathering, which will inform future strategies or improvements in aiding this audience in Dane County.

This resolution is to purchase software with Salesforce reseller Carahsoft Technology Group to provide needed Salesforce licenses; Dane County will be issuing a purchase order pursuant to National Association of State Procurement Officials, NASPO Valuepoint Contract #AR2472. In addition, the County will purchase Salesforce Implementation Services per State of Wisconsin Contract #505ENT-O17-SALESFORCE-00 from Vertiba, LLC doing business as Publicis Sapien to provide the configuration and implementation of a tailored BHRC software that will support the work of the BHRC specialists in providing assistance to individuals with behavioral health needs in Dane County.

The cost of Salesforce licenses procured through Carahsoft Technology Group is \$56,789.

**NOW, THEREFORE, BE IT RESOLVED** the County Board approves the award of a contract with Vertiba LLC dba Publicis Sapien for no more than \$250,000, and authorizes the County Executive and County Clerk to execute the contract document, and authorizes the Controller to issue checks for payment of BHRC Data Processing services invoices.

**BE IT FINALLY RESOLVED** that the following line be adjusted to create a new Data Processing Services line item in the Behavioral Health program in Human Services:

<u>Expenditure Accounts</u>	<u>Amount</u>
460000 38507 MENTAL HEALTH SERVICES TBD	(\$306,789)
460000 20810 (New) BH DATA PROCESSING SERVICES	\$306,789

**DANE COUNTY CONTRACT #** 14083



**# of Pages Including Schedules:** 25  
**Expiration Date:** August 16, 2021  
**Authority:** Res. # 140, 20-21  
**Department:** Human Services  
**Maximum Cost:** \$172,970  
**Registered Agent:** CT Corporation System  
**Registered Agent Address:** 301 South Bedford Street,  
Madison, WI 53703

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Vertiba, LLC, doing business as Publicis Sapient (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1202 Northport Drive, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing Salesforce consulting services; and

**WHEREAS** PROVIDER, whose address is 11030 Circle Point Rd #110, Westminster, CO 80020, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties, or sooner terminated by either party in accordance with Section IV of this Agreement. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all laws applicable to such obligations. In providing services under this Agreement, PROVIDER agrees to reasonably cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. PROVIDER shall enter into a HIPAA Business Associate Agreement with COUNTY that is fully compliant with the Health Insurance Portability and Accountability Act of 1996, and other applicable laws and regulations within 30 days after execution of the Agreement and before having access to any Protected Health Information (PHI) in the custody of COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of either party to fulfill any of its obligations under this Agreement in a timely manner, or violation by either party of any of the applicable covenants or stipulations of this Agreement, shall constitute grounds for the other party to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER. Such termination will be effective on the thirtieth (30<sup>th</sup>) day following the receipt of notice, unless the breaching party earlier cures the breach to the reasonable satisfaction of the terminating party.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by either party of any State, Federal or local law, or failure by either party to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations in its performance of its obligations hereunder.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. initiation of bankruptcy proceedings, a receivership, or similar event indicating the financial insolvency of either party.
  - 4. inability of PROVIDER to perform the work provided for herein, under circumstances in which the County would suffer material harm if required to provide the thirty (30) day cure period referenced above.
  - 5. COUNTY's failure to timely perform its payment obligations to PROVIDER hereunder.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to a just and equitable penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY.
- V. **PAYMENT:**  
COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. **REPORTS:**  
PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. **DELIVERY OF NOTICE:**  
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. **INDEMNIFICATION:**
- A. **Provider Indemnity.** As defined and limited in Paragraphs VIII and IX, PROVIDER shall defend COUNTY and its officers, directors and employees against any third party claim and pay any damages finally awarded to such third party by a court of competent jurisdiction or any settlement entered into with such third party (including reasonable attorneys' fees) arising from a claim that the Deliverables (as defined below) knowingly infringe any United States patent, copyright, trademark or other intellectual property right of such third party.
- B. **Exceptions.** The foregoing obligation to indemnify will not apply (i) where PROVIDER relied upon COUNTY Materials or instructions, information, data or other materials provided, selected or approved by COUNTY, (ii) where COUNTY, despite being advised of the potential risk of a violation, authorized Sapient to proceed with the action giving rise to such a violation, (iii) where COUNTY or some third party damaged, misused or modified the Deliverables where the unmodified version of the Deliverables would not be infringing, (iv) where COUNTY or some third party combined the Deliverables with software or other materials not supplied by PROVIDER, (v) where COUNTY used the Deliverables, PROVIDER Materials, and/or any Third Party Materials (a) beyond the scope of this Agreement or any applicable licenses, or (b) in a manner inconsistent with the terms of any licenses from PROVIDER, (vi) where the claim arose from COUNTY's performance of (or failure to perform) its obligations under this Agreement, (vii) where COUNTY authorized the implementation of methods, processes, components or systems that COUNTY was using without a license prior to such implementation, or (viii) where the claim arose from the implementation of generally available and non-site specific technology, know-how, materials or information representing functionality already generally

available or used throughout the industry without a license. PROVIDER will not be liable for patent infringement claims brought later than one (1) year following delivery to COUNTY of the applicable Deliverable.

- C. Indemnification Procedure. COUNTY shall give the PROVIDER prompt written notice of liabilities asserted, provide PROVIDER with reasonable assistance, and to the extent applicable, immediately cease use of any material alleged to give rise to liabilities. PROVIDER will solely control the defense of and settlement of the asserted liabilities provided PROVIDER shall not settle any liabilities in a manner that would adversely affect COUNTY without COUNTY's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. COUNTY may assist, at its own option and expense, in the defense of any claims under this Agreement.
- D. Infringement Obligations. If in PROVIDER's opinion any Deliverable (or any portion thereof) is likely to become the subject of a third party claim of infringement, COUNTY shall cease using such Deliverable upon PROVIDER's request. In addition, PROVIDER shall, at its option, either procure the right for COUNTY to continue using the Deliverable, or replace or modify the same to be non-infringing; if neither of the forgoing options is reasonably available, PROVIDER shall refund to COUNTY amounts paid for the Deliverable at issue less an amount for depreciation determined on a straight-line, five year depreciation basis.

**IX. LIMITATION OF LIABILITY:**

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OR SAVINGS, LOST REVENUE, OR LOSS OF USE OR OPPORTUNITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE FEES FOR SERVICES PAID BY COUNTY THAT ARE DIRECTLY RELATED TO THE PARTICULAR SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**X. INSURANCE:**

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of Section VIII above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors,

and Fire Legal Liability. The policy shall list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Professional Liability.**

PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

**Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability.

- B. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured on the General Liability policy. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for three (3) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with cancellation notice in accordance with policy provisions. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- C. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of

waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**XI. OWNERSHIP:**

- A. Rights in Deliverables. Subject to Sections XI(B) and XI(C) of this Agreement and payment of all amounts owing to PROVIDER hereunder, all deliverables identified in the applicable Schedule A and delivered to COUNTY in their finished form (the "Deliverables") are the sole and exclusive property of COUNTY, which Deliverables COUNTY may distribute, publicly display, modify, adapt, edit and reproduce, subject to the terms hereof. PROVIDER shall assign to COUNTY all rights it has in the Deliverables, and shall, at COUNTY's expense, execute documents necessary to evidence COUNTY's rights in such Deliverables. If PROVIDER provides advertising or creative services to COUNTY, PROVIDER may present materials to COUNTY that are ultimately rejected or are otherwise not developed into or included in a final Deliverable (the "Unused Materials"). PROVIDER retains all right, title, and interest in and to the Unused Materials, except COUNTY retains ownership of COUNTY Materials incorporated into the Unused Materials.
- B. PROVIDER Materials. "PROVIDER Materials" means materials and other intellectual property (i) in existence prior to this Agreement, (ii) created, developed or acquired during the term of this Agreement but not exclusively for COUNTY, or (iii) generic in nature and used generally in the software, advertising or digital industries (e.g. APIs), or (iv) otherwise identified as PROVIDER Materials. As between COUNTY and PROVIDER, PROVIDER Materials are the sole and exclusive property of PROVIDER. Subject to payment of all amounts owing hereunder, PROVIDER hereby grants COUNTY a non-exclusive, non-transferable, non-sublicensable, perpetual, worldwide, royalty-free license to use and create derivative works of PROVIDER Materials solely to the extent incorporated into the Deliverables and solely to maintain, update or otherwise use the Deliverables for their intended purpose. In the event COUNTY gives a third party access to the PROVIDER Materials, COUNTY shall bind such third party to the license restrictions and confidentiality obligations materially similar to those set forth herein. COUNTY shall not use, distribute, or modify the PROVIDER Materials apart from the Deliverables, commercially exploit the PROVIDER Materials, or permit any third party to access or use the PROVIDER Materials except to provide services to COUNTY for COUNTY's sole benefit. PROVIDER reserves all rights in PROVIDER Materials not expressly licensed to COUNTY hereunder.
- C. Third Party Materials. COUNTY acknowledges and agrees PROVIDER may obtain materials from third parties in performing its obligations hereunder ("Third Party Materials"). Any Third Party Materials and intellectual property owned by third parties and provided to COUNTY remain the sole and exclusive property of such third parties, and subject to their applicable license terms.
- D. COUNTY Materials. PROVIDER acknowledges and agrees any trademarks, service marks, logos, slogans, content, information, data, materials, items, terms and conditions, policies or guidelines provided by COUNTY or by any third party at the direction of COUNTY in connection with this Agreement, and any other intellectual property owned by COUNTY are, as between COUNTY and PROVIDER, COUNTY's sole and exclusive property (collectively the "COUNTY Materials"). All COUNTY Materials will be provided to PROVIDER on a timely basis and with the necessary rights for the intended use.
- E. Residuals. Notwithstanding anything in this Agreement to the contrary, PROVIDER may use for any purpose any information in intangible form (e.g.,

ideas, concepts, techniques, know-how), which may be retained by persons performing the Services, to the extent such information does not contain any Confidential Information of COUNTY.

**XII. CONFIDENTIALITY:**

- A. Confidential Information. For purposes of this Agreement, "Confidential Information" means secret, nonpublic or proprietary information of either party, whether of a technical, business or other nature and whether disclosed orally, in writing or in any other form, including, without limitation, information relating to business and marketing plans, intellectual property, customer information and financial information (including without limitation revenue and profit analyses and projections, commission structures and statements, and pricing information) whether or not designated as confidential or proprietary by the party disclosing the information (the "Discloser") to the party receiving the information (the "Recipient"), which the Recipient knows or should reasonably know is treated as confidential by the Discloser. In the case of PROVIDER, Confidential Information of PROVIDER shall also include all PROVIDER Materials. Except as expressly stated herein, all Confidential Information of a party is provided "AS IS" and without any warranties.
- B. Use of Confidential Information. No party shall, for a period of five (5) years after acquiring Confidential Information of the other party, use or disclose such Confidential Information for any purpose other than for the purposes for which it was provided. Recipient shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Discloser's Confidential Information and shall exercise the same degree of care in safeguarding the Confidential Information of Discloser that it would exercise for its own information of the same type provided no less than reasonable care shall be used. Recipient shall restrict possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and entities controlled by or controlling it to the extent such parties have a need to know the Confidential Information, and are bound by obligations materially similar to those set forth in this Section XII.
- C. Ownership of Confidential Information. All Confidential Information of each party will remain the exclusive property of such party, and Recipient will have no rights, by license or otherwise, to use the Confidential Information of Discloser, except as expressly provided herein.
- D. Exceptions. The provisions of this Section XII will not apply to any Confidential Information to the extent it (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been independently developed by Recipient without reference to Discloser's Confidential Information; or (c) is rightfully received from a third party without any obligation of confidentiality. Nothing in this Agreement will prohibit Recipient from developing or having developed for it, products, information, data concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information of the other party, or are derived therefrom, provided Recipient does not violate any of its obligations under this Agreement in connection with such development.
- E. Required Disclosures. Notwithstanding any provision to the contrary in this Agreement, if Recipient is legally obligated to disclose Confidential Information of Discloser, Recipient shall give Discloser prompt written notice of such requirement (unless legally prohibited) so appropriate protective orders or other legal remedies may be sought. Recipient shall disclose Confidential Information only to the extent legally required.

- F. Return of Confidential Information. Upon written request of Discloser, Recipient shall return or destroy the Confidential Information of Discloser, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party's Confidential Information as part of its standard backup procedures and for archival purposes.
- G. Injunctive Relief. Recipient acknowledges disclosure or use of the other party's Confidential Information in violation of this Section XII could cause irreparable harm to Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. Each party has the right, in addition to its other rights and remedies, to injunctive relief for any violation of this Section XII by the other party, without posting bond or by posting bond at the lowest amount required by law.
- H. No Transfer of PII. COUNTY shall not transfer, disclose or otherwise make available to PROVIDER any information which by itself or in combination with other information can identify an individual ("PII") without PROVIDER's prior written consent. If COUNTY wishes to transfer, disclose or otherwise make available PII to PROVIDER, COUNTY shall provide at least ten (10) business days' prior written notice of such proposed transfer or disclosure. Except as expressly agreed by the parties in Schedule A or other writing signed by the authorized representatives of both parties, PROVIDER has no obligation to collect, store, process, compile, merge or otherwise receive any PII under this Agreement. COUNTY shall promptly notify PROVIDER in writing in the event any PII is disclosed without written notice and consent, or of its reasonable belief such disclosure may occur.

**XIII. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**XIV. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XV. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XVI. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an

investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XVII. MISCELLANEOUS:**

- A. Disclaimer. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.
- B. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- C. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- D. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- E. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- F. Force Majeure. Except with regard to payments due PROVIDER, neither party will be liable for any delays or failures in performance due to fires, floods, epidemics, quarantine restrictions, other natural disasters or occurrences, acts of God, riots, strikes, acts of terrorism, war or other such event of a similar nature that is beyond such party's reasonable control, provided such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party. In the event any such delay continues for a period of thirty (30) or more days, then either party may terminate this Agreement upon

five (5) business days' notice, provided COUNTY will remain responsible for payments due to PROVIDER prior to termination.

- G. Non-Solicit. The parties agree that during the term of this Agreement and for one (1) year following its termination date, they shall not, either directly or indirectly, (i) solicit or induce, or attempt to solicit or induce, any employee or contractor of the other party, or, in the case of COUNTY, any employee or contractor of a PROVIDER Affiliate that provides services under this Agreement, to leave for any reason whatsoever, or (ii) hire the services of any employee or contractor of the other party or, in the case of COUNTY, any employee or contractor of a PROVIDER Affiliate that provides services under this Agreement.
  
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Ariel Marciano, Regional CFO

July 21, 2020  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Lynn Lannin, State and Local Industry Lead

July 21, 2020  
\_\_\_\_\_  
Date Signed

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A**

### **Scope of Services**

This contract is based upon and subject to the terms and conditions of the State of Wisconsin Department of Administration Contract #505ENT-017-SALESFORCE-06 for the duration of the first contract year.

The intended start date for this project is 8/17/2020. The intended go-live deadline for this project is November 1, 2020. The work described below is a reasonable cost estimate to produce a functional, tested and HIPAA compliant product within an 11 week timeframe which meets BHRC requirements including the implementation of the following functions:

- Resource repository
- Case management and tracking
- Document Management including Electronically signed consent forms
- Automated case follow up
- External facing web presence with searchable resources
- User community platform (peer specialist access)
- SMS and Outlook integration
- Data migration
- Security features
  - Dual-factor authentication
  - Client record auditing
  - Secure the electronic protected health information (ePHI) of COUNTY per guidance from the US Department of Health and Human services (as posted on the hhs.gov website)
- Customizable reporting

Any changes to the schedule affecting timeline will be communicated and agreed to in writing by PROVIDER and COUNTY project manager. Adjustments to the allocation of hours from one portion of the project to another are allowed provided they are agreed to by COUNTY project manager in writing.

County anticipates exposing the PROVIDER to the following personally identifying information (PII) or protected health information (PHI) during the course of the BHRC project:

- User setup – COUNTY employee PII, peer specialist (non-COUNTY employees) PII such as contact information, email addresses and date of birth
- Resource repository creation / data upload – possible PII of key individuals in external organizations such as contact information and email addresses
- Post go-live support – possible exposure to PHI in consumer data (case records) such as contact information, email addresses, date of birth, SSN

or other government issued IDs and PHI including eligibility, encounter and payment information

For the avoidance of doubt, Provider is not responsible for the accuracy, quality, and legality of the PII it receives from, or is given access to by, the County. County will notify Provider should the PII include information regarding individuals residing outside the State of Wisconsin, and County and Provider will work together on a data handling plan in accordance with applicable privacy laws.

Provider shall engage with County to implement the services described below:

### **Project Initiation**

Sales Team Transition to Project Team

Prepare for Kickoff

Conduct Project Kickoff Meeting

Assemble Team, Setup Users and Environment

Collect Project Objectives

Collect Challenges with Existing Systems

Identify Project Success Criteria

Prepare for Workshops

Number of Team Members: 2 X 4 Hours = 8 Hours

### **Case Management Workshop**

Identify/Review Key Processes

Identify/Review Key Business Information (Fields & Objects)

Identify/Review Data Validation Requirements

Identify/Review Custom Configurations

Identify/Review Workflow Requirements

Identify/Review Reporting Requirements

Identify/Review Security Requirements

Number of Workshops: 3 X 24 Hours = 72 Hours

### **Document User Stories**

Document business requirements (User Stories) collected during business process workshop into Provider's ProjectForce. Each requirement will include business value, theme, priority. The categories will include: config, workflow, reporting, code, process, training and integration requirements.

Number of Workshops: 1 X 30 Hours = 30 Hours

### **Gap Analysis of Requirements vs. Scope and Budget**

Identify any differences between the Project's scope, level of effort estimates or budgetary impact as estimated in the Statement of Work and the identified Requirements identified during the Business Process Reviews.

Review all gaps with County to reduce scope or increase the timeline and budget.

Number of SOWs: 1 X 12 Hours = 12 Hours

## **Solution Design**

Develop a solution design at a high-level based on the level of complexity as determined in the business process workshops. Solution Design may include: Functional Summary - a wireframe or document describing the process flow or use case at a high level.

Technical Approach - description of technical components including security and authentication, data model, database storage and integration architecture.

Peer-reviewed by PSSP architect team (for projects requiring a technical approach).

Present solution design to County.

Number of Design Documents: 1 X 42 Hours = 42 Hours

## **Sprint Planning**

Sprint Planning includes determining the team's development capacity, goals for the sprint and selection of the highest priority Designed user stories that will fit within the Sprint.

Number of Sprints: 2 X 12 Hours = 24 Hours

## **Sprint Grooming**

Create and refine user stories with a functional description, clear technical specifications, acceptance criteria, priority and a level of effort estimate.

Number of Sprints: 2 X 12 Hours = 24 Hours

## **Accounts and Contacts**

Standard & custom fields to track Providers, Resources and Customers.

Complete Activity Tracking.

Number of Record Types: 3 X 8 Hours = 24 Hours

## **Assessment Form**

Install the VIP Form managed package

Configure one dynamic VIP Form to be used as the Assessment Form with up to 6 tabs and 60 fields including conditional logic to show/hide tabs and conditionally require fields and the ability to electronically sign and date stamp.

Assumptions: County can configure additional forms, tabs and fields as needed.

The Assessment Form will only be accessible by Salesforce users. The form can be made available on a Community in a later phase.

Number of Dynamic Forms: 1 X 60 Hours = 60 Hours

## **Case Management**

Configure the Case page with up to 20 custom fields

Multiple Case Types will be supported from a single form

One case status picklist will be configured and made visible on the page layout with Salesforce Path

Configure case teams to show shared ownership of the case

Configure and internal case assignment email alert

Configure referral tracking against the case

Configure activity management (tasks, calls, emails, events)

Automatically send a reply upon receipt Case to the submitter

Number of Record Types: 1 X 24 Hours = 24 Hours

### **Web-to-Case Form**

Configure one simple web form for consumers to create a new case. HTML will be provided to Dane County so they can include this on their website.

Number of Forms: 1 X 8 Hours = 8 Hours

### **Live Message (SMS)**

Configure Live Message (SMS) for each agent to have a text conversation with a consumer and have the SMS logged to Salesforce. Each Salesforce user will have their phone number connected to an SMS user configuration.

Number of SMS Users: 8 X 2 Hours = 16 Hours

### **Outlook Integration for Cases**

Configure Salesforce for Outlook to include creation of Cases, Accounts, Contacts and associate emails.

Provide training to County's administrator on installation of the SFO plug-in and setup. Training includes discussion of emails related list, automatic activity generation, storage of attachments, etc.

County will be responsible for installing Salesforce for Outlook on end user's computers and providing end-user training.

Number of Outlook Profiles: 1 X 10 Hours = 10 Hours

### **Workflows and Notifications**

Setup salesforce.com workflows to automatically update records and send emails based on requirements. Create associated email templates.

Number of Workflows: 2 X 3 Hours = 6 Hours

### **Adobe Sign AppExchange Configuration**

Provider will install and set up the Adobe Sign AppExchange package as well as configure three templates - Consent Form, Notice of Privacy, Release Form.

Up to 5 fields per template will be merged into each template from the Contact record.

Up to 5 fields per signed document will be mapped back to the Salesforce contact.

Publicis Sapient will configure mappings to update the Salesforce contact indicating when each document was signed and ensure the document is saved back to Salesforce Files so it can potentially be shared on the Customer Community.

### **Assumptions**

County owns the necessary licenses for Adobe Sign.

Besides setting up each unique template, all other Adobe Sign AppExchange features will be set up out-of-the-box with standard but minimal functionality.

Additional features such as complex mapping, routing and custom permissions can be implemented by County.

County will provide each template in either Word or PDF format.

Number of Templates: 3 X 6 Hours = 18 Hours

## **Analytics**

Leverage salesforce.com's flexible analytics functionality to create custom Reports and Dashboards.

Assumptions:

County will provide report specifications in advance, PSSP will allow for one iteration of changes. Further changes will be the responsibility of the County. County accepts Salesforce's standard report formatting as acceptable to meet reporting needs.

Any formatting outside the scope of that able to be done within Salesforce out of the box capabilities is out of scope.

Number of Reports: 4 X 5 Hours = 20 Hours

## **Security Setup**

Setup/Modify Org Wide Security

Setup/Modify User Profiles

Setup/Modify Object/Field Level Access

Setup/Modify Data Sharing Rules

Number of Profiles: 2 X 6 Hours = 12 Hours

## **Searchable / Filterable Resource Tracker Site**

Create a custom Site page that displays a list of resources from Salesforce with a simple search bar and up to 4 filters such as type, location, etc.

Assumptions: Dane County will provide HTML, CSS and graphics for PSSP to use for the page styling.

Number of Custom Pages: 1 X 30 Hours = 30 Hours

## **Peer Specialist Community Portal**

Setup Customer Community Portal

Enable Peer Specialists to view and update Cases based on their configured security and sharing rules.

Ability to view Case History and related data

Simple Customization of Portal Look and Feel: Modify Colors and install Header, Footer, and Logo to reflect County branding.

Configure Portal User Access: Consultant will set up one sample Portal User and provide instruction to County on setting up additional Users.

Assumptions:

- County will provide all HTML/CSS/Image files for Portal
- County will create a button/link on existing Website to direct access to the Customer Portal
- Custom pages will be configured to support the latest versions of Chrome, IE and Firefox browsers
- Single Sign On is out of Scope
- Help file will not be customized

Number of Communities: 1 X 48 Hours = 48 Hours

## **Data Migration**

PSSP will conduct one test and one production load of this data into Salesforce: Resources, Providers from both Dane County and the United Way.

Data Migration Assumptions:

- County will extract data from legacy system(s) and provide one clean CSV file per Salesforce.com object for loading data into Salesforce.com. (An object is the equivalent of a table such as accounts or contacts).
- County will be responsible for data cleansing, de-duplication or other transformations of data.
- PSSP will work with County to map data from legacy systems and will conduct two test loads into a salesforce test environment. County will inspect test load and will identify any data load problems. PSSP will resolve problems and perform the load into production environment. If additional data loads are required, additional time/expense will be required.
- A unique record identifier for each record and straightforward method for determining record ownership will be provided in the CSV file
- All data to be loaded is supported by the application's existing data types.

Number of Data Loads: 4 X 20 Hours = 80 Hours

### **Test Plan**

Develop an overall test plan to define how the application will be tested and who will be responsible for each phase of testing.

Number of Test Plans: 1 X 8 Hours = 8 Hours

### **Sprint Testing**

Work jointly with County to unit test and facilitate user acceptance testing in each Sprint in order to ensure the definition of done has been met for each user story. This includes time for defect resolution.

Number of Sprints: 2 X 24 Hours = 48 Hours

### **Final UAT Testing**

Work with County Subject Matter Experts to guide them through a full business scenario test of the application and delivered functionality. This includes testing at the end of each iteration as well as final User Acceptance Testing. The business scenarios and test execution will be performed by County. Any defects or change requests should be logged as bugs in ProjectForce.

Number of Sessions: 3 X 30 Hours = 90 Hours

### **Training Materials**

PSSP will create custom training materials to address the unique needs of the County's business process. Where possible, PSSP will leverage existing materials and customize for current project. The materials delivered will be in the form of powerpoint presentation for instructors. Creation of end user training manual is not in scope, but is available for an additional charge. Materials will be in English only.

Number of Courses: 1 X 20 Hours = 20 Hours

## **End User Training**

PSSP will conduct training session(s) to teach end users and admins how to use the system. Each session will last up to 3 hours with up to 20 users. Classes can be in person or virtual.

Assumptions:

- County is responsible for course logistics for onsite training. All training facilities must include projector, screen (or equivalent), whiteboard (or equivalent), and high-speed internet access for instructor machine and participant machines. Participants must provide their own laptops. County is responsible for duplication of materials.
- County is responsible for ensuring participants attend the standard, web-based pre-requisite courses prior to attending the onsite workshops.
- Cost of printing and shipping materials responsibility of County.

Number of Sessions: 3 X 6 Hours = 18 Hours

## **Project Closure**

Wrap-up project with the County. Review outstanding requirements, bugs, deliverables and issues and determine follow-up actions.

Number of Team Members: 2 X 4 Hours = 8 Hours

## **Project Management**

Monitor project work items, accomplishments, risk, issues, budget and schedule on a daily basis to ensure project stays on track.

Number of Weeks: 13 X 10 Hours = 130 Hours

## **Post Go-Live Support**

PSSP will provide user and technical support to address any defects that arise after the application has been moved to production. All services will be provided over the phone or via web conference. PSSP will do their best to respond to all requests within 24 hours. PSSP will endeavor to complete the work as soon as possible but does not guarantee any specific resolution time.

Number of Support Weeks: 2 X 20 Hours = 40 Hours

## **User Acceptance Testing**

This Agile project timeline is based on the assumption that County will contribute to, and review deliverables rapidly. Starting at Sprint Review, County will have 10 business days ("Evaluation Period") to test newly completed User Stories/Deliverables and to identify any Defects or else the User Story will be deemed to be accepted. Within the Evaluation Period, County will provide specific and comprehensive feedback on all changes in writing. Provider will correct the Defect as soon as reasonably practical, whereupon County will receive an additional Evaluation Period commencing upon its receipt of the corrected User Story to verify that the Defect has been corrected. All requested changes that are not Defects shall be included as User Stories in the Product Backlog and prioritized by the County Product Owner.

Provider will provide best practices recommendations to County on test environment, test scenario development, and resource assignment. County will

provide Provider with such assistance as may reasonably be required to verify the existence of and correct a reported Defect.

County and Provider define acceptance of the User Story within the Evaluation Period as:

User Story conforms to the acceptance criteria that were defined during Sprint Planning.

User Story passes all relevant prior acceptance criteria, verifying that no regression has occurred.

### **Governance**

**Steering Committee** - County and Provider will establish a Steering Committee from key members from both organizations in order to monitor risks, discuss relationship health, and identify any issues in need of dispute resolution. The committee will meet on a monthly basis at a minimum. Provider will involve the Governance Lead, Engagement Manager, and the Provider Project Manager. County will involve the Executive Sponsor, Product Owner, County Project Manager and other relevant stakeholders.

**Status Reporting** - The Provider Project Manager will provide a weekly status report in writing to the County Project Manager and Product Owner. The weekly report will include the percentage of completion for each User Story, the pass rate for User Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the Project as may be agreed upon between the parties. This report will track action items and escalations between the Provider Project Manager and County Project Manager and Product Owner. A weekly project status call will be setup between the Provider Project Manager and County Project Manager to review the content of the weekly status report.

**Tools** - Provider recommends that our joint project teams use ProjectForce, Provider's customized version of Salesforce.com, for sprint planning, User Stories, issue, and defect tracking. The team will mutually agree to tools for document management, source control, collaboration and other support functions during the course of the Project.

### **Escalation Process**

The following procedure will be followed if a conflict between the parties relating to a party's performance of its obligations ("Conflict") arises during the performance of the SOW Services.

When a Conflict arises, the Provider and the County Project Managers will first strive to work out the problem internally;

Level 1: If the parties' project managers cannot resolve the Conflict within two (2) working days, the County Executive Sponsor and Provider's Governance Lead will meet to attempt to resolve the issue;

Level 2: If the Conflict is not resolved within three (3) working days after being escalated to Level 1, County's Executive Sponsor will meet with the Provider Engagement Manager & VP of Professional Services to attempt to resolve the issue;

Level 3: If the Conflict remains unresolved within three (3) working days, then the conflict will be referred to County's SVP or CIO and Provider's CEO (the "Lead Executives") for their review and resolution.

In all Conflicts, the parties agree to use reasonable good faith efforts to resolve such Conflicts in accordance with this escalation procedure. The parties will not (i) initiate legal proceedings for the resolution of the Conflict or (ii) exercise a right to terminate this SOW based upon the Conflict, until the earlier of (a) the Lead Executives' joint written conclusion that amicable resolution through continued negotiation is unlikely, (b) thirty (30) days after the written referral to such Lead Executives was made, or (c) thirty (30) days before the limitations period governing any such cause of action relating to such Conflict would expire. During any Conflict resolution, Provider agrees to provide the SOW Services to the extent practicable pending resolution of the Conflict.

### **County Obligations**

Provider's assumptions for cost and delivery schedule are based on your active and timely participation throughout the project. You will be responsible for certain key project tasks, deliverables, and timely reviews of Provider work to maintain the project schedule and budget. If these obligations are not fulfilled, a Change Order to address the resulting budgetary impact will be required. Your expected involvement includes these key responsibilities:

Assign a Product Owner as the owner of the Product Backlog, as described herein, that has this project as their top priority for its duration. Because of the critical nature of this role, it is understood that a change in Product Owner will cause a material delay in the project.

Assign a County Project Manager as the single point of contact for issue resolution, activity scheduling, and information collection and dissemination.

Conduct User Acceptance Testing as described in this SOW.

Respond to questions from Provider as soon as possible and accept/reject with reasonable comments implemented stories after each sprint.

Purchase all required software or hardware directly from the appropriate vendor and provide technical support.

County shall be solely responsible for the legality, accuracy, completeness and propriety of the County Materials, including any information concerning its organization, products, services and industry which County (or a third party on behalf of County) furnishes to Provider. If Deliverables are designated for publication, County shall review all such Deliverables to confirm the accuracy and legality of any representations regarding County's organization, products, services and industry. County shall be solely responsible for its final decision to approve the use and publication of any Deliverable and for ensuring all representations, trademarks, service marks, logos, slogans and descriptions comply with and do not violate any third party rights, laws, legal and regulatory requirements, directives and guidelines.

## SCHEDULE B Pricing Structure and Payment

PROVIDER shall bill County weekly on the basis of services provided.

**The total estimate for completing this project is as follows:**

<b>Role</b>	<b>Hourly rate</b>	<b>Estimated hours</b>	<b>Estimated cost</b>
<b>Certified Salesforce Project Manager/ Certified Sr. Salesforce Consultant</b>	<b>\$ 185</b>	<b>342</b>	<b>\$ 63,270</b>
<b>Certified Salesforce Analyst Consultant</b>	<b>\$ 170</b>	<b>118</b>	<b>\$ 20,060</b>
<b>Certified Salesforce Solution Architect</b>	<b>\$ 180</b>	<b>498</b>	<b>\$ 89,640</b>
<b>Certified Salesforce Developer (Onshore)</b>	<b>\$170</b>	<b>TBD</b>	
<b>Estimated total</b>			<b>\$ 172,970</b>

County will be charged for actual hours incurred in accordance with the rates set forth herein. Additional work during the first contract year August 17, 2020- August 16, 2021 shall be billed at the rates listed above. Future increases shall not exceed 3% per year.

**Invoices and Payment:** County shall pay Provider within thirty (30) days of the date of invoice. County shall inform Provider of any disputes with or errors in any invoice within fifteen (15) days of the date of such invoice. In the event County fails to pay in full any amount due under this Agreement when due, Provider may suspend performance of any services under this Agreement until any overdue payment is paid in full. Provider's acceptance of any partial payment of an invoice will not waive its rights as to remaining balances, nor in any way constitute accord and satisfaction.

**Travel and Expenses:** Provider shall invoice County for expenses, including travel, lodging and related expenses and third party expenses, as incurred in connection with the Services.

## Schedule

The timeline for this project is 13 weeks composed of 2 Build Sprints of 2-3 weeks each in duration.

	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Plan	■													
Activate		■												
Innovate			■	■										
Build Sprint 1					■	■	■							
Build Sprint 2								■	■	■				
Valdiate											■			
Deploy												■		
Support													■	■

## Assumptions

The breadth and complexity of Salesforce.com projects vary greatly. Unless explicitly described above, Provider assumes that the delivered Salesforce.com application will be configured with standard capabilities of the “out of the box” user interface and does not include html/css branding or coding requiring Apex/Visualforce.

Any required production deployment procedures or documentation by County’s IT department have been communicated to Provider and are identified above.

County will internally manage the feedback and approval process for all internal stakeholders/departments and external agencies, including gathering consolidated feedback for any and all elements requiring approval.

To the extent services are to be performed at County’s facilities, County will provide to Provider at no charge appropriate computer hardware and software, broadband internet access, communications resources, system and user documentation, office space and supplies, and a safe and non-hostile work environment.

County agrees that failure to perform its material obligations described in this SOW, including review of deliverables or delayed or changed decisions, that result in a project delay will increase the project cost through a change order.

Provider assumes that all requirements in this contract, and in all User Stories, are intended to represent County’s minimum acceptable level of functionality. To the extent there is ambiguity, more than one implementation option, or a difference of interpretation between the parties about any requirement, County agrees to accept the implementation option that requires the least level of work effort while satisfying the requirement.

Agile best practices are to focus on working software, not documentation. As a result, Provider will only create the documentation specifically described in this contract. Salesforce applications built using configuration are self-described and

do not require explanation for qualified Salesforce administrators. Where there is complex code, Provider will provide comments in the code to describe the functionality.

## **SCHEDULE C**

### **Reports**

No reports are required under this contract.