



Andrea Ford
Agency Director

AGENDA January 7, 2025

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<http://alamedasocialservices.org>

November 13, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH KOHO CONSULTING INC FOR PROFESSIONAL SERVICES TO CONFIGURE A SOFTWARE INTEGRATION AND TO MAINTAIN THE AGILOFT CONTRACTS LIFECYCLE MANAGEMENT SYSTEM AND APPROVE A FIRST AMENDMENT TO A STANDARD SERVICES AGREEMENT WITH AGILOFT FOR INTEGRATION HUB LICENSING

Dear Board Members:

RECOMMENDATION(S):

- A. Approve a Standard Services Agreement (Procurement Contract No. 27922) under sole source exemption with Koho Consulting, Inc (Principal: Marc Doucette; Location: Tampa, Florida) for professional services to configure an integration between the Agiloft Contracts Lifecycle Management (CLM) system and the Clear Impact Results Based Accountability (RBA) Scorecard database, as well as to perform ongoing improvements and technical support, from 1/1/25-12/31/26, in the amount of \$53,000;
- B. Approve a first amendment to a Standard Services Agreement (Procurement Contract No. 24618) under sole source exemption with Agiloft (Principal: Patricia Pritts; Location: Redwood City) for a software license, with no change in the term 11/1/22-10/31/25, increasing the total amount from \$482,556 to \$489,806 (\$7,250 increase); and
- C. Waive competitive bidding with respect to the agreement with Koho Consulting, Inc.

DISCUSSION/SUMMARY:

The Alameda County Social Services Agency (ACSSA) processes approximately 200 contracts annually. Most of these contracts are with Community-Based Organizations (CBOs) that provide direct services to county residents, many of whom are ACSSA clients. On 11/22/2022 (Item No. 3) your Board approved initial agreements with Koho Consulting, Inc. and Agiloft, to develop and implement a CLM system for the Contracts Office of ACSSA. On 1/11/2023, the Contracts Office began the implementation of the Agiloft CLM to provide greater automation and one unified

system to create, route, and store contracts and board letters. The lack of a unified system resulted in difficulties in monitoring the creation, progress, and completion of contracts and board letters, as well as version control for these same documents. In addition, invoices submitted against contracts were not integrated into the contract record. On 9/19/23 (Item No. 4), your Board approved a first amendment with Koho Consulting, Inc. which increased the contract value and extended the contract term. On 1/16/24, the Agiloft tool “went live” and began to be used to create and route contracts and board letters. For contracts created for fiscal year 2024-25, providers are uploading their invoices directly into Agiloft, and there is greater transparency regarding the entire Contract Lifecycle and payment process.

Since 2017, ACSSA has been using the Clear Impact Results Based Accountability Scorecard Software to track the effectiveness of human services contracts that ACSSA makes with over 140 CBOs each year. Clear Impact is a cloud-based database where Human Services Contract providers enter data on the performance measures in their contract in a Scorecard. A Scorecard is a dashboard of the performance measures of each contract.

ACSSA wishes to have information about a contract’s performance Scorecard display directly within the contract record in Agiloft, so that our Program Departments can find all the information about a contract and its effectiveness in one place. To integrate the two systems, ACSSA needs to purchase an “Integration Hub” software license (Workato) from Agiloft. Koho Consulting, Inc. will perform the work to configure the integration between the two systems using the Integration Hub. The contracts before your Board today will enable the work on the integration of the two systems to begin. In addition, there is funding in the agreement with Koho Consulting, Inc. that will allow for ongoing maintenance and improvements to the Agiloft CLM for the next two years.

SELECTION CRITERIA/PROCESS:

On 11/22/22, your Board Approved a Resolution (R-2022-537) waiving competitive bidding for the agreements with Agiloft and Koho Consulting, Inc. for the initial build of the CLM. Your Board is being asked to waive competitive bidding with respect to this new agreement with Koho Consulting, Inc.

On 10/11/22, the General Services Agency (GSA) issued a Finding of Non-Competition - No. 8643 for Agiloft. On 11/25/24, GSA issued a Finding of Non-Competition – No. 10460 for Agiloft, to reflect the amended contract value, with no change in the term of 11/1/22-10/31/25. On 12/3/24, GSA issued a Finding of Non-Competition – No. 10451 for Koho Consulting, Inc. for the term of 1/1/25-12/31/26. On 11/20/24 GSA Office of Acquisition Policy confirmed that the Agiloft amendment did not require a SLEB Waiver, as software licenses are exempt from The County’s SLEB program. On 12/4/24 GSA Office of Acquisition Policy issued SLEB waiver no. 9872 for Koho Consulting, Inc. which expires on 12/31/26

FINANCING:

Funding for these agreements comes from County General Funds and were included in the ACSSA’s approved Fiscal Year 2024-25 budget.

VISION 2026 GOAL:

Professional Services for Contracting and Performance Metrics Software Integration meet the 10X goal pathways of **Accessible Infrastructure** in support of our shared visions of **Prosperous & Vibrant Economy**.

Sincerely,

DocuSigned by:



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Andrea Ford
Agency Director

Attachments:

1. SLEB Waiver No. 9872
2. Sole Sourcing Finding Memo nos. 10460, 10451
3. Contract(s) for Board President Signature
4. Technology Acquisition Review



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and AGILOFT, INC., ("Contractor"), with respect to that certain agreement entered by them on November 1, 2022 (referred to herein as the "Agreement"), pursuant to which Contractor provides Software Licenses services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this amendment will be effective as of 1/1/2025.
2. The term of the Agreement is currently scheduled to expire on October 31, 2025. As of the Effective Date, the term of the Agreement remains October 31, 2025.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed *seven thousand two hundred fifty dollars* (\$7,250). As a result of these additional services the not to exceed amount has increased from *four hundred eighty-two thousand, five hundred fifty-six dollars* (\$482,556) to *four hundred eighty-nine thousand, eight hundred six dollars* (\$489,806) over the term of the Agreement and any amendments.
4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$489,806.
5. Paragraph 21 of the Standard Services Agreement has been amended and replaced:

SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation, as Software Licensing is SLEB Exempt. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

6. Exhibit A, Definition of Services, Item. 2, is revised as follows:



2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Andrew Moran, Principal Customer Success Manager	612.964.7179	Andrew.moran@agiloft.com
Della Hashtpari, Enterprise Account Executive	408.504.5269	Della.hashtpari@agiloft.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

7. Exhibit B, Item 1 is revised as follows:

1. For Services rendered by the Contractor under this agreement, the County will pay the following fees:

Enterprise with CLM Edition License	
60 Enterprise CLM Assigned Power User Subscription Licenses	\$104,400
Alameda County – Government Discount*	-\$10,440
50 Internal Portal Users – 50% Alameda County Discount*	\$6,000
300 External Portal Users – 50% Alameda County Discount*	\$36,000
Dedicated Server Add-On (Includes Test Environment / Licenses)	\$9,500
SSIM - Sourcing and Supplier Information Management Module Base Fee	\$8,000
10 SSIM Assigned Power User Subscription Licenses	\$8,400
Alameda County – Government Discount*	-\$840
Total Yearly Subscription License Fees	\$160,852
TOTAL 3-YEAR SUBSCRIPTION LICENSE FEES	\$482,556
License Swap (Co-Termed Effective 2/29/24-10/31/2025)	
3 Enterprise CLM Assigned Power User Subscription Licenses- Prorated Feb 29, 2024 – Oct 31, 2024	\$4,698
2 Enterprise CLM Floating Power User Subscription Licenses- Prorated Feb 29, 2024 – Oct 31, 2024	\$11,520



Credit for 10 SSIM Assigned Power Licenses- Prorated Feb 9, 2024 – Oct 31, 2024	-\$7,392
Credit for SSIM Base Module Prorated Feb 29, 2024 – Oct 31, 2024 (-\$5,333)	-\$8,000
Prorated Total for License Change Feb 29, 2024 – Oct 31, 2024	\$551
One-Time Credit for License Change Prorated Total	-\$551
Total Due for Feb 29, 2024 – Oct 31, 2024	\$0
Total Annual Fee for Additional Licenses Nov 1, 2024 – Oct 31, 2025	\$16,218
One-Time Credit for Annual Total Increase due to Change	-\$826
Total Due for Annual Period Nov 1, 2024 – Oct 31, 2025*	\$15,392
*note that after the one-time credit, the discounted price (\$15,392) for these licenses is the same as the price for the previous licenses (i.e., there are no additional fees for these licenses for the last annual period)	
Co-Termed (January 01, 2025-October 31, 2025)	
Hosted - Integration Hub – One Integration (Year 1 Pro-rated Cost)	\$7,250
Total Amount of Amended Three Year Agreement	\$489,806

8. Exhibit B, Item No. 4 is deleted and replaced with the following:

4. Invoice Submission Requirements

Invoices will include details of charges billed and a description of work performed in each billing period. Invoices will be sent on an annual basis. The ACSSA Finance Department has established a centralized Payments Unit. ***Please submit all invoices to Social Services Agency (SSA) Payables unit through CATS vendor portal; <https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>.***

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

Invoices must contain the following elements:

- A. Must be on company letterhead that includes name, address, and contact information.
- B. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
- C. Document must contain the title *Invoice*.
- D. The date of the invoice.
- E. A description of services.
- F. The date range for services provided.
- G. If needed, itemization of any sales tax and delivery/postage charges.
- H. The Purchase Order (PO) number provided by the County.



- I. The total amount owed.
- J. Remittance instructions/address.
- K. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.

9. Exhibit B, Item No. 5 is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total amount of \$489,806. This cost includes all taxes and all other charges.

- 10. Attached hereto is Exhibit C, the current insurance requirements.
- 11. Attached hereto is Exhibit D, a current Debarment and Suspension Certificate executed by Contractor.
- 12. Exhibit E, Agiloft Integration Hub Terms, is attached hereto and incorporated into the Agreement.
- 13. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.



Procurement Contract No. 24618

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

By: Nate Miley
Signature

Nate Miley
Name: _____

President of the Board of Supervisors
Title: _____

Date: 1/1/25

Approved as to Form:
DONNA R. ZIEGLER, COUNTY COUNSEL

By: Samantha Stonework-Hand
Signed by:
8834795D68B440E...
Samantha Stonework-Hand
Assistant County Counsel

AGILOFT, INC.

DocuSigned by:
Patricia Pritts
8B790C8ED0CA4FB...
Signature

Patricia Pritts
Name: _____

VP, Legal Operations and Contracts
Title: _____

Date: 12/10/2024

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D Professional Liability including Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Consultant may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows: b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Consultant.	\$2,000,000 per occurrence \$2,000,000 project aggregate
The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.	



D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement page to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: AGILOFT, INC.

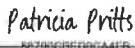
PRINCIPAL:	Patricia Pritts	TITLE:	VP, Legal Operations and Contracts
SIGNATURE:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by:  <small>5B798C8ED06A44FB...</small> </div>		
		DATE:	12/10/2024



EXHIBIT E

Agiloft Integration Hub Terms

The Agiloft Integration Hub, powered by Workato, delivers a powerful integration platform embedded directly within the Agiloft platform, allowing customers to easily integrate Agiloft with over 400 other systems (“**Integration Hub**”). These Agiloft Integration Hub Terms (“**Integration Hub Terms**”), attached to the applicable Quote, form a part of the agreement governing your use of Agiloft’s Hosted Service between you and Agiloft (the “**Agreement**”) and apply to your access to, and use of, the Integration Hub. In the event of a conflict between these Integration Hub Terms and the Agreement, these Integration Hub Terms will control with respect to the Integration Hub. Terms defined herein only apply to these Integration Hub Terms. By signing the Quote to which these Integration Hub Terms are attached, you acknowledge and agree that you have read, understood, and agreed to be bound by these Integration Hub Terms.

1. Definitions.

- a. “**Add-on Module**” means an optional Agiloft application or functionality, such as Sourcing and Supplier Information Management, Agiloft AI Applications, or the Integration Hub.
- b. “**Agiloft**” means Agiloft, Inc.
- c. “**Connectors**” means application programming interfaces (APIs) which allow the transfer of data between software applications through the Integration Hub.
- d. “**Customer**”, “**you**”, or “**your**” means the Customer identified in the Agreement.
- e. “**Customer Data**” means any electronic data or information supplied by or for Customer to Agiloft in connection with Customer’s use of the Integration Hub. Customer Data does not include Usage Data.
- f. “**Embedded Software**” means the Workato Platform that is embedded in the Integration Hub.
- g. “**Hosted Service**” means the hosting infrastructure, access and services related to the online delivery of Agiloft’s CLM software product, or any part thereof including, Add-on Modules ordered by Customer from Agiloft, and subject to the Agreement.
- h. “**Quote**” means the ordering document for Integration Hub or other Agiloft products and features.
- i. “**Recipes**” means a set of commands to the Integration Hub that request the Integration Hub carry out certain actions across software applications based on the occurrence of a designated trigger event. They will not function independently of the Workato Platform.
- j. “**Subscription Period**” means the period of Customer’s subscription to the Integration Hub, as set forth in the applicable Quote and any renewal Quotes extending that period.
- k. “**Third-Party Applications**” means the applications, software, interfaces, APIs, products, services that interoperate with the Integration Hub but are solely provided by third parties (including Customer).



- I. **“Usage Data”** means non-identifiable and aggregated data and metadata, as well as usage statistics and operational metrics compiled by Agiloft (or by its subprocessors on behalf of Agiloft, a list of which is available [here](#)) or by Workato in connection with Customer’s use of the Integration Hub.
- m. **“User”** means other users, customers, partners, and developers of the Workato Platform.
- n. **“Workato”** means Workato, Inc.
- o. **“Workato Platform”** means Workato’s software platform and related interfaces, software development kits, services and documentation that are designed to connect applications and automate workflows, which includes Recipes and Connectors.
2. **Access to Integration Hub.** Customer may order Integration Hub connector packages as set forth in the applicable Quote.
3. **Restrictions.** Customer will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Workato Platform or any other User’s use of the Workato Platform, including through abuse of server capacity; (ii) use the Workato Platform for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Workato Platform or any software or data related to the Workato Platform; (iv) copy, alter, modify, or create derivative works of the Workato Platform or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Workato Platform, or otherwise use the Workato Platform in any way that violates the use restrictions contained in the Agreement (including these Integration Hub Terms) or the documentation, including building any products or services that are competitive to the Workato Platform, or using similar ideas, features, functions of the Workato Platform; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (vi) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (vii) bypass any measures Agiloft or its suppliers may use to prevent or restrict access to the Workato Platform (or other accounts, computer systems or networks connected to the Workato Platform); (viii) scan or test vulnerability of the Workato Platform or related products and services without Workato’s prior written consent; or (ix) use the Workato Platform in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party’s proprietary or contractual rights. Workato competitors or individuals acting on behalf of a Workato competitor may not access the Workato Platform. The Workato Platform may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.
4. **Customer Data.** During the Subscription Period, Agiloft will have a worldwide, royalty-free, fully sublicensable (solely to Agiloft’s sub-processors, a list of which is available [here](#) and to Workato’s subprocessors, a list of which is available at <https://www.workato.com/legal/sub->



processors), non-exclusive license to use the Customer Data solely forth the purposes of providing the Integration Hub in accordance with the Agreement.

5. **Usage Data.** Agiloft may use Usage Data collected by or for it during and after the term of the Agreement for the purposes of implementing, maintaining, and improving the Hosted Services and fulfilling its obligations under the Agreement. Workato may use Usage Data it collects during and after the term of the Agreement for the purposes of implementing, maintaining, and improving the Workato Platform and fulfilling its obligations associated with the Agreement.
6. **Recipes and Connectors.** Workato will own and retain all right, title, and interest in and to all Recipes, Connectors, and all derivatives thereto on the Workato Platform, excluding any Recipes and Connectors created by Customer. Recipes and Connectors created by Customer are private by default, which means that only Customer has access to such Recipes and Connectors in its account. Agiloft and its suppliers will not resell or reuse or distribute, or permit any third party to resell, reuse or distribute, any private Recipe or any private Connector created by Customer. Customer can decide (at its own discretion) to share the private Recipes and private Connectors with other Workato users by marking them "public," and, if customer decides to do so, Customer grants Workato an irrevocable, perpetual, transferable, sublicensable and worldwide license under any rights Customer owns in those Recipes and Connectors that are marked public, to view, use, copy, modify and distribute those Recipes and Connectors. Those Recipes and Connectors will become part of the broader community Recipes and Connectors made available by Workato. Customer agrees that it will not assert any claim or prosecute any action against Agiloft, Workato, or any Workato users for infringement or misappropriation of any Recipes or Connectors which are similar to, or the same as, any Recipes and Connectors created by Customer.
7. **Feedback.** With respect to any suggestions, enhancement requests, recommendations, feedback, ideas, or other information provided by Customer or its Users relating to the Workato Platform, including any features and/or functionality of the Workato Platform, Recipes, and Connectors (collectively, "Workato Feedback"), Customer grants Workato a non-exclusive, worldwide, perpetual, irrevocable, freely sublicensable and fully transferable license to make, use, sell, reproduce, create derivatives of, display or otherwise practice the Workato Feedback. Workato will not publicly associate such Workato Feedback with Customer without prior written consent.
8. **Third-Party Applications and Disclaimer.** Customer may use Third-Party Applications, but Customer is solely responsible for acquiring the licenses, and accepting and complying with their applicable terms and conditions and privacy policies. Company is also solely responsible for its own use of, and any data loss or other losses it may suffer from using, such Third-Party Applications. AGILOFT, ON BEHALF OF ITSELF AND ITS SUPPLIERS, (i) DISCLAIMS ANY LIABILITY WHATSOEVER ARISING FROM CUSTOMER'S USE OF SUCH THIRD-PARTY APPLICATIONS, (ii) DOES NOT WARRANT OR SUPPORT ANY THIRD-PARTY APPLICATIONS, NOR CONTROL THE PRIVACY PRACTICES OF ANY THIRD-PARTY APPLICATION TO WHICH DATA MAY BE SENT OR RETRIEVED, (iii) DOES NOT GUARANTEE COMPATIBILITY WITH ANY THIRD-PARTY APPLICATION, AND (iv) IS NOT RESPONSIBLE FOR ANY CHANGES IN THE



THIRD-PARTY APPLICATIONS WHICH MIGHT INTERRUPT CUSTOMER'S USE OF THE INTEGRATION HUB.

9. **Warranty Disclaimer.** WORKATO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION, ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WORKATO MAKES NO WARRANTIES WITH RESPECT TO THE RESULTS OF OR USE OF THE WORKATO PLATFORM, AND CUSTOMER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL WORKATO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RELATE TO THE INTEGRATION HUB OR ARISE UNDER THESE INTEGRATION HUB TERMS, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WORKATO'S TOTAL LIABILITY FOR ANY CLAIMS EXCEED \$100.00 USD.

10. **Survival.** Sections of these Integration Hub Terms that by their nature and context are intended to survive termination or expiration of the Agreement will so survive.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: KOHO CONSULTING, INC DEPT #: Administration and Finance

TITLE/SERVICE: Professional Services to maintain Agiloft CLM and Perform Integration with Clear Impact

DEPT. CONTACT: Sherri Reeves PHONE: 510-268-5302

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership?
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?
3. If the answer to BOTH questions is YES, provide the employer ID number here: 88-0749605

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?
4. Is the relationship between the County and the contractor intended to be ongoing?

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project?

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2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice?

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income?

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes." All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System.

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.



Contractor Signature

Marc Doucette

12/4/2024

Date



Agency/Department Head/Designee Signature

Sherri Reeves

12/4/2024

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of January 1st, 2025, is by and between the County of Alameda, hereinafter referred to as the "County", and KOHO CONSULTING, INC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Professional Services to maintain Agiloft CLM and Perform Integration with Clear Impact services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Professional Services to maintain Agiloft CLM and Perform Integration with Clear Impact, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A:	Scope of Work
Exhibit B:	Payment Terms
Exhibit B-1:	Program Budget
Exhibit C:	Insurance Requirements
Exhibit D:	Debarment and Suspension Certification
Exhibit E:	Audit Requirements
Exhibit F:	HIPAA Business Associate Agreement (Intentionally Omitted)

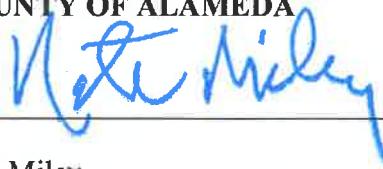
The term of this Agreement shall be from January 1, 2025 through December 31, 2026.

The compensation payable to Contractor hereunder shall not exceed fifty-three thousand dollars (\$53,000) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: 

Name: Nate Miley

Title: President of the Board of Supervisors

Date: 1/7/25

KOHO CONSULTING, INC

Signed by:



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By: 

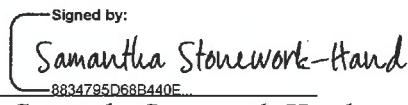
Name: Marc Doucette

Title:

Date: 12/4/2024

Approved as to Form:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: 

Signed by:
Samantha Stonework-Hand
8834795D68B440E...

Samantha Stonework-Hand

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to

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injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \ \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

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- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

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Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be

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deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: **COUNTY OF ALAMEDA**
2000 San Pablo Avenue, Oakland, CA 94612
reevesd@acgov.org
Attn: Sherri Reeves

To Contractor: **KOHO CONSULTING, INC**
6030 PRINTERY STREET SUITE 103, TAMPA, FL 33616
marc@kohoconsulting.com
Attn: Marc Doucette

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of,

destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Professional Services to maintain Agiloft CLM and Perform Integration with Clear Impact Services shall not exceed \$53,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on SLEB Waiver No. 9872 (exp. 12/31/26).

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

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- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding

the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other

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agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. **EXTENSION:** This agreement may be extended for incremental periods for up to Three years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

Contracting Department	Alameda County Social Services Agency, Department of Agency Administration and Finance
Contractor Name	KOHO CONSULTING, INC
Type of Services	Professional Services to maintain Agiloft Contract Lifecycle Management System and Perform Integration with Clear Impact

I. Program Name

Professional Services to maintain Agiloft Contract Lifecycle Management (CLM) and Perform Integration with Clear Impact.

II. Contracted Services

A. Integration of Agiloft CLM with Clear Impact Scorecard Results Based Accountability System.

- Leverage the Integration Hub to pass data back and forth between Agiloft and Clear Impact/Scorecard.
- Integration will be initiated from Agiloft. The required information will be sent to other apps and any response information from the Application Programming Interface (API) call will be stored back in Agiloft.

Integration With Clear Impact
<ul style="list-style-type: none"> • Agiloft System Prep - Create Scorecards table, link Score table with the contracts tableau, automation rules • Configure a onetime import to migrate existing scorecards records into the scorecards table in Agiloft • Analysis of Clear Impact application API documentation • Create custom connector in Workato for Clear Impact • Configure integration (Workato Recipe) to create a scorecard in Clear Impact triggered from Agiloft Contract

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- Configure integration (Workato Recipe) based on update event in Clear Impact Scorecard to show scorecard view in Agiloft Contract
- Configure error monitoring for both integrations
- Testing from the Workato integration hub
- End to end testing (from Agiloft contract record and Clear Impact Scorecard)
- Configure Embedded iFrame HTML field
- Process Design
- Weekly Status Project Meetings
- Project Management
- Configure One Custom Report
- Hypercare. Includes Consultant Implementation team being available immediately after go-live for a 1-week period to provide expedited assistance for minor changes, changes with the original implementation, and minor tweaks. Significant changes or new functionality will require a change order.

Meetings are limited to four (4) a week to discuss status.

Note: Consultant implementation team will be available during Consultant business hours (from Monday to Friday) to assist with any urgent implementation bug fixes.

B. Service Hours for Maintenance of Agiloft CLM**Managed Service Hours (100 Hours “Bucket”)**

Koho Consulting (“Koho”) shall provide the Alameda County Social Services Agency (“SSA”) with managed services for the SSA’s Agiloft application.

- User Management
- Troubleshooting user issues
- Testing post patch/upgrade deployment
- Contract template management
- Clause library management (if available)
- Reporting
- Small enhancements to your Agiloft instance
- Support exciting integrations
- Provide best practice recommendations
- Help prepare for enhancement projects
- Other services to be agreed upon between Koho and SSA

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C. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Dalia Tadros	Lead Implementor	P: 727-516-7007	dalia@kohoconsulting.com
Alyssa Girald	Integration Specialist	P: 727-516-7007	alyssa@kohoconsulting.com
Gustavo Rivas	Implementation Consultant	P: 727-516-7007	gustavo@kohoconsulting.com
Arjun Vidhu	Implementation Consultant	P: 727-516-7007	arjun@kohoconsulting.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

III. Entirety of Agreement

Contractor shall abide by all provisions of the Standard Services Agreement General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

EXHIBIT B**PAYMENT TERMS**

- I.** County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services listed in Exhibit A listed within thirty (30) days upon receipt and approval of invoice.
- II.** Total payment under the terms of this Agreement will not exceed the total amount of \$53,000. This cost includes all taxes and all other charges.
- III.** Upon execution of this Agreement, payment schedule will be as follows:

Professional Services Pricing	Fixed Fee
Total for Required Integration Items (50% due upon commencement of integration project; 50% due upon completion of integration project.)	\$28,000.00
Total for 100 required managed service hours (to be pre-paid in full at contract execution.)	\$25,000.00
Total for all included items	\$53,000.00

IV. Budget Revision Procedures:

- A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by ACSSA Program Department prior to submitting invoices for payment to the County.

Contractor must submit a formal written (via e-mail) request for budget adjustment to SSAInvoices@acgov.org for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the ACSSA Program Department for approval.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

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The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by ACSSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

V. Invoicing Procedures

A. Invoice Submission Requirements

Invoices will include details of charges billed and a description of work performed in each billing period. The ACSSA Finance Department has established a centralized Payments Unit. ***Please submit all invoices to Social Services Agency (SSA) Payables unit through CATS vendor portal;***

<https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

Invoices must contain the following elements:

1. Must be on company letterhead that includes name, address, and contact information.
2. Document must contain the title *Invoice*.
3. The date of the invoice.
4. A description of services.
5. The date range for services provided.
6. If needed, itemization of any sales tax and delivery/postage charges.
7. The Purchase Order (PO) number provided by the County.
8. The total amount owed.
9. Remittance instructions/address.
10. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
11. The CEO or Executive Director must be included in the *cc*.
12. All data as required by your contract, including participant's full name, addition date, termination date, total additions and terminations, applicable charges, type of notification sent, vendor number, payee name, and invoice contract information.

VI. Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

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EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability including Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. <ul style="list-style-type: none"> a. The Policy shall include, or be endorsed to include, <i>property damage liability coverage</i> for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Consultant may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows: b. <i>Cyber Liability coverage</i> in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Consultant. 	\$2,000,000 per occurrence \$2,000,000 project aggregate

EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

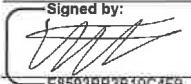
If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: KOHO CONSULTING, INC

PRINCIPAL: Marc Doucette TITLE: CEO
Signed by:
SIGNATURE:  DATE: 12/4/2024
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APPROVED**Technology Acquisition Review (TAR)**

Complete prior to acquiring of the technology Software, Hardware or Service.

This form is for the approval of the Technological Choice **ONLY**.**Requestor's Contact Details**

Full Name: Sherri Reeves

Email: reevesd@acgov.org

Requesting Department: SOCSA - Social Services Agency

Request Date: 11/21/2024

Request Details:

Request Type: Service

What is the business need? Integrate the Agiloft CLM with the Clear Impact Scorecard software. Koho Consulting will perform the integration. They will also continue to maintain the Agiloft CLM.

What is the product name? Koho Consulting, Inc.

Please answer the following questions:

For Software requests:

Does ITD have any product that can help achieve this?

Can ITD build a solution to fulfill this need?

Are there any integration issues to be considered with other County systems?

Does this product fulfill County's security framework?

Do you see any challenges in storing the county data on the proposed solution?

Can ITD help with development of the system?

For Hardware requests:

Does the hardware reside or connect to County network?

Does this product fulfill County's security framework?

For Service requests:

No Can ITD help with development of the system?

Additional information to support your request:

Koho Consulting was the implementor of the Agiloft CLM for SSA contracts and have provided support and maintenance of the CLM since "go live" in January 2024. They have the best knowledge of our instance of the CLM and are prepared to perform the integration and continued services.

Are there any supporting documents? Yes No

Estimated Procurement Amount: \$ 53,000

Centralized Technology Policy:

That your Board adopt the Centralized Technology Policy to eliminate unnecessary funding of duplicate systems and services, increase system availability, and improve services throughout the County.

County Cybersecurity Policy:

That your Board adopt the County Cybersecurity Policy that shall be used by Alameda County Agencies and Departments to secure information assets and to help prevent cybersecurity attacks.

County AI Policy:

That your Board adopt the County AI Policy that shall be used by Alameda County Agencies and Departments to ensure responsible and ethical use of artificial intelligence technologies to help safeguarding data privacy.

This section to be completed by ITD:

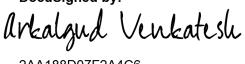
Approved

Conditionally Approved

Denied

Comments:

ITD Reviewer's Signature:

DocuSigned by:

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Date Signed: 12/3/2024