

#3245

ORIGINAL



CharityLogic, Inc

773 Center Blvd #655
Fairfax, CA 94978

1-888-4iCarol | billing@iCarol.com

California 211 El Dorado County

California, US
Jason Stalder
21-Aug-18

Solution for California 211 El Dorado County

This is a quotation of estimated costs. A final quotation will be provided once needs are fully identified.
All figures in US Dollars.

Confidential - please do not share with parties outside your agency.

	One-time Set-up Cost	Annualized Subscription Costs
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A1 Solution for California 211 El Dorado County

Base system - two contact report forms giving you the ability to document interactions, an internal resource database (that your organization would build or we would import for you from your existing platform) for staff to search, robust shift calendar, events, chatboard, internal chat, news section, robust volunteer/staff section.

Includes logging up to 10,000 contacts report/year (this includes all reports logged into the system including those for phone, live chat and/or SMS/Texting)

System will be managed by California 211 Ventura County

Solution also includes:

Auto Verification of Resources (<1,000 Resources): Use an automated system to send an email to resource listings in your database that have an email contact listed to verify if their listing is correct, or to indicate necessary changes. You define the parameters. The resource listing's changes can be seamlessly incorporated into your iCarol resource database. With this feature, there is also an option for agencies viewing their own listings on your public website to seamlessly let you know about changes to integrate into your resource database if you also subscribe to the iCarol Public Resource Directory feature.

AIRS Taxonomy Tools: this provides access to the latest AIRS taxonomy, quarterly updates right in your iCarol system performed by iCarol along with multiple management tools. You must have your own license with AIRS 211 Taxonomy to use these features.

Public Web Resource Directory 2.0 (<1,000 Resources): A way to take your internal resource database, and make a version of it available on your public website using our user friendly interface. NOTE: the design is "mobile responsive", meaning the parts iCarol is responsible for displaying on your website would automatically be mobile responsive, and appear in an ideal size and design if someone viewed on a smaller mobile device screen.

Quality Surveys: Track how your callers perceive your services through our Quality Surveys feature. You set how often you would like your volunteers to ask the caller if they would participate in a quality survey: 100% of the time, xx% randomly, every 10th call or every x call. This feature provides many tools and reporting to ensure your agency is providing quality service.

Sharing Contact Forms: Includes sharing of up to 2 contact forms and 1 Quality Survey form to CA 211 Ventura system.

Sharing Resources with Editing Permissions: Sharing of resources, with editing permissions with CA 211 Ventura system

Sharing CA 211 Statewide Resources with View Only Permissions: Sharing of resources from CA 211 Statewide Resource Database, with view only permissions

Total Costs (\$950 Monthly)	\$7,400	\$11,400
Discount - 35% off one-time setup costs	\$4,810	
Total First Year Costs (Ongoing subscription: \$950 Monthly, to be invoiced quarterly)	\$4,810	\$11,400
Total Second Year Costs (Ongoing subscription: \$1,017 Monthly, to be invoiced quarterly)		\$12,204
Total Third Year Costs (Ongoing subscription: \$1,088 Monthly, to be invoiced quarterly)		\$13,056

This Quote shows the monthly fees combined in an Annual amount. First invoice includes all one-time set-up costs plus the sum of monthly subscription fees in a quarterly amount. You will be invoiced for ongoing subscription quarterly, per your request.

#3245

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iCarol service and cancellation is governed by our Terms of Use:
www.icarol.com/terms

iCarol system purchases include the following, please see below for full descriptions:


Standard Support:

[http://go.icarol.com/rs/121-QPF-846/images/iCarol Standard Support Package.pdf](http://go.icarol.com/rs/121-QPF-846/images/iCarol%20Standard%20Support%20Package.pdf)

Standard Implementation:

[http://go.icarol.com/rs/121-QPF-846/images/iCarol Standard Implementation.pdf](http://go.icarol.com/rs/121-QPF-846/images/iCarol%20Standard%20Implementation.pdf)

By signing this quote, you are agreeing to purchase the use of iCarol for the dollar amounts quoted, and iCarol's terms at [www.icarol](http://www.icarol.com)



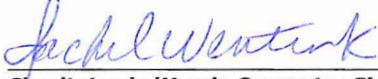
El Dorado County Purchasing Agency

PURCHASING AGENT

Title

9-6-18

Date



CharityLogic/Harris Computer Signer

Vice President of Operations

Title

August 29, 2018

Date



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	One-time	Annualized
	Set-up Cost	Subscription
		Costs

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Standard Support attached hereto as Exhibit B:

[http://go.icarol.com/rs/121-QPF-846/images/iCarol Standard Support Package.pdf](http://go.icarol.com/rs/121-QPF-846/images/iCarol%20Standard%20Support%20Package.pdf)

Standard Implementation attached hereto as Exhibit C:

[http://go.icarol.com/rs/121-QPF-846/images/iCarol Standard Implementation.pdf](http://go.icarol.com/rs/121-QPF-846/images/iCarol%20Standard%20Implementation.pdf)

Terms

Contract Administrator for El Dorado County is Patricia Charles-Heathers, Ph.D., M.P.A., or successor.

CharityLogic Service User Agreement

Last updated October 2011

BY SIGNING ON TO THE SERVICE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF CHARITYLOGIC'S SERVICE CALLED "ICAROL" ATTACHED HERETO (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (THE "ORGANIZATION"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SIGN ON TO ICAROL AND/OR USE THE SOFTWARE IN ANY WAY.

License Grant and Restrictions

CharityLogic hereby grants you a non-exclusive, non-transferable right to use the Service subject to the terms and conditions of this Agreement, solely for your own internal business purposes and solely in conjunction with valid user subscriptions to iCarol.com. All rights not expressly granted to you in this agreement are reserved by CharityLogic. CharityLogic reserves the right to change the terms of this Agreement by notifying you or by posting new or amended terms on this website.

You may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way or reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You shall not provide any other organization or entity access to the Service without written consent from CharityLogic. CharityLogic shall be the sole arbiter of what defines the Organization to whom this license is granted, regardless of any assumptions or definitions you may make.

Duration of License

You may access the Service in accordance with these terms so long as you are deemed by CharityLogic to be in good standing. Unless granted free use explicitly by CharityLogic, usage requires an Account paid in full.

Usage

You are entirely liable for all activities conducted by anyone affiliated with your organization, regardless of the manner of their affiliation to your organization. You may permit another individual in the same organization to use the Service, whether that person is given access by you, another member of your organization, or by CharityLogic, subject to the following limitations: You must agree to (1) supervise the other individuals use of the Service, (2) assume any and all resulting liabilities of such use, including responsibility for any and all content created or accessed on the Service or the Internet, and (3) acknowledge that the decision to allow another individual to use the Service is made by you and not CharityLogic. You may not permit usage of the account by individuals in another organization, including any parent, subsidiaries, or affiliates; they must obtain their own separate account.

You agree that you or any member of your organization may upload software files, message boards, or otherwise transmit on or through the Service only Content that (1) is not subject to any Rights, or (2) any holder of Rights has given express authorization for distribution on the Service. You represent that if you upload any files, you have the legal authorization to do so. You also permit any authorized user to access, display, view, store and reproduce the Content for personal use. Subject to the foregoing, the owner of Content placed on the Service retains any and all Rights that may exist in such Content.

Data Ownership

Your Organization retains ownership of the Content entered into the Service for your Organization. If your Organization's Account is terminated by you or by CharityLogic, CharityLogic may delete your Content from the system.

CharityLogic may combine your Content with other Organizations' Content to produce aggregate information and reports to be made available to third parties. In these cases, CharityLogic will not reveal information that specifically identifies your staff, volunteers or clients without explicit permission from the Organization.

You grant CharityLogic permission to view and use your Content for the purposes of operating, maintaining and improving the Service.

Subcontracting

CharityLogic may subcontract all, or any part of, the delivery and support of the Service without your consent. Any subcontracting shall not in any way modify the other terms of this Agreement.

Support

An organization deemed by CharityLogic to be an account in good standing is entitled to identify up to five individuals, called Support Contacts, who are permitted to have direct access to the iCarol support team. All other individuals in the organization should refer to a Support Contact at their organization for all questions or issues.

The person at your organization entitled to identify these Support Contacts is the person listed on the most current invoice or payment document. This person may change the list of Support Contacts at most every thirty days, by notifying CharityLogic in written or electronic mail format, using the most recently posted contact information on the iCarol.com website.

Support inquiries must be made using the most recent email address or phone number posted on the iCarol.com website. CharityLogic shall make commercially reasonable efforts to respond to inquiries made by a Support Contact within one business day, unless the inquiry is to notify CharityLogic about an application outage, in which case a response will be less than one calendar day.

Intellectual Property Ownership

CharityLogic alone shall own all right, title and interest, including all related intellectual property rights, in and to the Service and any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party to CharityLogic relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or the intellectual property rights owned by CharityLogic. The CharityLogic and iCarol names, the CharityLogic and iCarol logo, and the product names associated with the Service are trademarks of CharityLogic, and no right or license is granted for you to use them.

Privacy

The Service will store and display your first name, last name, email address and the shifts you have signed up for, for the purposes of the Organization to which you are affiliated. This Information, and any other Information you choose to provide in the Service, either directly by your own action or indirectly through the actions of your Organization or CharityLogic, may also be shared with other users of the Service. CharityLogic will not share your personally identifiable Information with entities other than your Organization without your written consent, unless such entities are engaged in activities directly related to the operation and support of the Service. You are solely responsible for removing your Information from the system, either by

your direct actions or by notifying your Organization and CharityLogic in writing of your desire to have your Information removed.

Termination for Cause

Any breach of this Agreement or unauthorized use of the Service will be deemed a material breach of this Agreement. CharityLogic, in its sole discretion, may terminate your use of the Service if you breach or otherwise fail to comply with this Agreement. Termination will take effect 30 days after the notice of termination is sent, unless CharityLogic deems the breach to have been in any way harmful in intent or effect to any aspect of the Service or to the people and entities using the Service, in which case CharityLogic may terminate your use of the services immediately and at its sole discretion.

You may terminate your membership at any time. This is your sole right and remedy with respect to any dissatisfaction with the Service, including, but not limited to, (1) any term, policy or practice of CharityLogic in operating the Service, (2) Content available through the Service or change therein, or (3) any amount or type of fees, surcharges, billing methods, or change therein. You can terminate your membership by delivering notice to CharityLogic's Customer Service Department at 1-416-907-4354, or by email at support@iCarol.com. Your termination will take effect within a reasonable time after CharityLogic's receipt of your notice as described above.

Usage of the 2-1-1 Taxonomy

If your agency asks and we have enabled use of the 2-1-1 Taxonomy (officially referred to as "A Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field"), you agree to the following conditions:

- Your organization will maintain a current subscription with the Information and Referral Federation of Los Angeles Inc. doing business as 211 of LA County (hereafter referred to as 211 of LA County), and that you will provide evidence to CharityLogic Inc. upon request that your subscription is current.
- CharityLogic may from time to time report to 211 of LA County, that we have provided access to their 2-1-1 Taxonomy within iCarol to your organization.
- You are only granted a non-exclusive, non-transferrable right to use the 2-1-1 Taxonomy in iCarol for your own business purposes. You may only use the incorporated 2-1-1 Taxonomy in iCarol for so long as you are a subscriber to the Taxonomy with 211 of LA County. Your use of the 2-1-1 Taxonomy with and as incorporated into iCarol is governed by, and subject to, your subscription agreement with 211 of LA County.
- You are prohibited from reproducing any element of the 2-1-1 Taxonomy, except as may be expressly provided in your agreement with 211 of LA County, and from any sublicensing, timesharing, rental, facility management or service bureau usage of the 2-1-1 Taxonomy.
- 211 of LA County reserves and retains all right, title and interest (including, without limitation, all intellectual property rights), in and to the 2-1-1 Taxonomy, and all copies thereof.

- CharityLogic and 211 of LA County shall not be liable for any special, indirect, consequential or incidental damages arising out of usage or distribution of the 2-1-1 Taxonomy.
- The 2-1-1 Taxonomy contains the copyrights, proprietary and confidential information of 211 of LA County. You agree to maintain the 2-1-1 Taxonomy in confidence and shall protect the 2-1-1 Taxonomy with at least the same degree of care with which you protect your own similar proprietary information (but in no event no less than reasonable care).
- You are hereby notified that the Information and Referral Federation of Los Angeles Inc. doing business as 211 of LA County, a non-for-profit corporation, is a third-party beneficiary to this agreement and that the provisions of this agreement related to the 2-1-1 Taxonomy are made expressly for the benefit of 211 of LA County and are enforceable by 211 of LA County and CharityLogic Inc.

Warranty

CharityLogic provides the Service on a commercially reasonable basis and does not guarantee that Organizations will be able to access the service at a time or location of their choosing. We warrant that the Service shall perform materially in accordance with our documentation. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. For any breach of warranty, Your exclusive remedy shall be as provided in the Termination for Cause section of these terms.

Limitation of Liability

Under no circumstances shall CHARITYLOGIC, its employees, affiliates or contractors be liable for damages that result in any way from any use of your account or the Service or your inability to use the Service or that result from mistakes, omissions, interruptions, deletion of information, errors, defects, delays in operation or transmission, or any failure of performance.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$10,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 3 MONTHS PRECEDING THE INCIDENT. WHEN CALCULATING THIS AMOUNT ANY PAYMENTS FOR ONE-TIME SETUP FEES, CUSTOM PROJECTS, OR ANY OTHER ACTIVITY OTHER THAN YOUR STANDARD SUBSCRIPTION SHALL BE EXCLUDED.

Exclusion of Consequential and Related Damages

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

General

This Agreement shall be governed by California law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of CharityLogic to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CharityLogic in writing. This Agreement is the entire agreement between you and CharityLogic and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.



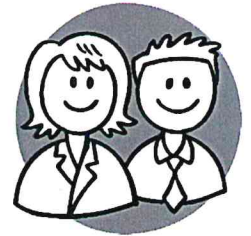
Standard Support Package

Once you choose iCarol as your helpline software, we want to be sure you get all you can out of it. That's why we offer a comprehensive support package with your subscription.

What's included:

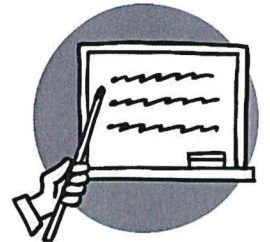
Our team

- 24/7/365 monitoring of system uptime by our Microsoft Certified engineers
- Access to our online uptime monitors
- Availability of our Support Team Monday-Friday 8am-8pm Eastern
- Access for up to 2 of your users to use our convenient in-app case management system to contact the Support Team
- 24/7/365 access to our convenient in-app support case management system
- Case response for non-emergency issues and questions within 2 business days
- Quick calls with the Support Team as needed for clarification



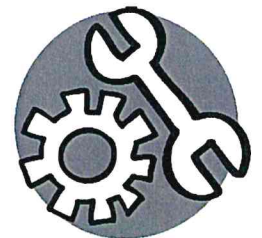
In-app help and training

- Hundreds of help articles with step-by-step instruction on using iCarol tools
- Helpful Guides to walk you step-by-step on how to use our features
- Access to the iCarol User Community, allowing you to communicate with and ask questions of peers in the industry
- Recordings of detailed training webinars
- Tips and tricks shared on the Admin Dashboard
- Access to iCarol Ideas, a collaborative forum for suggestions submitted by our users, enabling you to impact future product development



Enhancements and updates

- Regular maintenance and updates applied to your system with no need for downloads or installation by you and your staff
- Quarterly webinars on the latest new tools and enhancements, information on new features coming soon



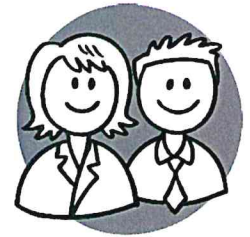
Standard Implementation

Once you choose iCarol as your helpline software, we want to ensure a smooth transition from your trial to implementation. That's why we offer comprehensive implementation with your initial iCarol subscription.

What's included:

Your Implementation team

- You will be assigned a Client Support Implementation Specialist (CSIS) during your entire Implementation Period (usually the same Support Team member that assisted you during trial)
- Communications using our convenient in-app case management system to better track each phase of your Implementation
- Quick calls with your assigned CSIS to help clarify questions when appropriate



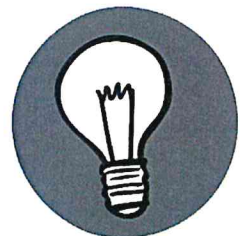
How this will all work

- Your assigned CSIS will setup separate cases to guide you through the steps necessary to customize your iCarol system. These typically include:
 - Delete Demo data from base system
 - Set-up volunteers and staff
 - Set-up shifts
 - Create/customize call report forms
 - Set-up resources
 - Additional cases depending on any other features subscribed to
- You will receive an email when each case is set-up
- Follow and respond to your cases in your iCarol Online Case Management System to ensure each feature is set-up to best meet the needs of your helpline
Most new clients complete implementation within 30 days of requesting their first invoice (if we receive all information needed in a reasonable time period, which is usually one-two days from request); if Add-ons are subscribed to, it may take up to 4-6 more weeks to fully implement the additional features



Contents of cases

- In each case, your assigned CSIS will:
 - Explain and/or direct you to information explaining each feature
 - Ask questions to best help assist you in customizing the feature to meet your needs
 - Offer a Training Plan to help you and your staff learn how to use each feature



In-app help and training

- Training Plans will be provided along the way to help you and your staff best learn how to use each iCarol feature
- Those that have the best success – Self Train! You have at your fingertips:
 - Dozens of tutorial videos on iCarol features
 - Hundreds of help articles with step-by-step instructions
 - Helpful walk-through Guides
 - Recordings of detailed training webinars
 - Tips and tricks shared on the Admin Dashboard
 - Access to the iCarol Community
- In a Trial and want to start with a Training Plan now?
 - Click Help from your left hand menu
 - Click 'Help Articles' at the top of the page
 - Type 'Training Plan' in the search box and click the 'Search' button
 - Click the Training Plan for the feature you want to learn about

