



COUNTY OF EL DORADO

8/24/2023 2:01:40 PM

Purchase Contract

Fiscal Year 2023

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CARASOFT TECHNOLOGY CORPORATION

11493 SUNSET HILLS RD
STE 100
RESTON, VA 20190

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # **6707**

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx

For Period: 10/24/22 To 6/30/25

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: **\$340,040.00**

PURSUANT TO NASPO RFP CH16012 (ATTACHMENT 1), CARASOFT MASTER AGREEMENT AR2472 AND ITS EXHIBITS 1-9 (ATTACHMENT 2), STATE OF CALIFORNIA PARTICIPATING ADDENDUM 7-17-70-40-05 (ATTACHMENT 3), CHANGE AND INNOVATION AGENCY, LLC (C!A) SAAS AGREEMENT (ATTACHMENT 4), CHANGE AND INNOVATION AGENCY, LLC (C!A) STATEMENT OF WORK (ATTACHMENT 5), CARASOFT PRICE QUOTATION (ATTACHMENT 6), AMENDMENT TO SERVICES 1 (ATTACHMENT 7), AND CALIFORNIA LEVINE ACT STATEMENT (ATTACHMENT 8) ALL ATTACHED HERETO AND INCORPORATED BY REFERENCE.

//
TERM: The term of this agreement, as amended, shall cover the period of 10/24/22 – 6/30/25

//
NTE: The NTE of this agreement, as amended, shall be \$340,040

//
PAYMENT TERMS: NET45

//
SHIP TO:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667-5321

//
INVOICE TO:

EMAIL (PREFERRED METHOD): SSCWSinvoice@edcgov.us

PLEASE INCLUDE IN THE SUBJECT LINE: "CONTRACT #, SERVICE MONTH, DESCRIPTION / PROGRAM"

U.S. MAIL:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



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ATTN: FINANCE UNIT
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667-5321

//
VENDOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS STATED AT:

[HTTPS://EDCGOV.US/GOVERNMENT/CONTRACTS/PAGES/INSURANCE_REQUIREMENTS.ASPX](https://EDCGOV.US/GOVERNMENT/CONTRACTS/PAGES/INSURANCE_REQUIREMENTS.ASPX)

VENDOR SHALL NOT BEGIN WORK UNTIL ALL INSURANCE REQUIREMENTS NOTED IN THE AFOREMENTIONED LINK HAVE BEEN MET.

THE COUNTY OF EL DORADO HAS CONTRACTED WITH EBIX TO REVIEW THE CERTIFICATE(S) AND ENDORSEMENT (S) TO ASSURE COMPLETE AND ACCURATE COMPLIANCE WITH THE INSURANCE PROVISIONS REQUIRED BY THIS AGREEMENT. THEY MAY CONTACT YOU TO ADVISE YOU OF DEFICIENCIES AND REQUESTED CORRECTED DOCUMENTS. PLEASE COOPERATE WITH THEIR REQUESTS FOR INFORMATION OR CORRECTIONS IN ORDER FOR THE COUNTY TO CONTINUEYOUR AGREEMENT THROUGH THE EXPIRATION DATE.

//
CONTRACT ADMINISTRATOR: TAMMY CHAKO, DEPUTY DIRECTOR, CHILD WELFARE SERVICES, OR SUCCESSOR.

//
COUNTERPARTS: THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED TO BE AN ORIGINAL COPY OF THIS AGREEMENT AND ALL OF WHICH, WHEN TAKEN TOGETHER, WILL BE DEEMED TO CONSTITUTE ONE AND THE SAME AGREEMENT.

//
CONFLICT OF INTEREST: THE PARTIES TO THIS AGREEMENT HAVE READ AND ARE AWARE OF THE PROVISIONS OF GOVERNMENT CODE SECTION 1090 ET SEQ. AND THE POLITICAL REFORM ACT OF 1974 (SECTION 87100 ET SEQ.), RELATING TO CONFLICT OF INTEREST OF PUBLIC OFFICERS AND EMPLOYEES. INDIVIDUALS WHO ARE WORKING FOR CONTRACTOR AND PERFORMING WORK FOR COUNTY AND WHO ARE CONSIDERED TO BE A CONSULTANT WITHIN THE MEANING OF TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 18700.3, AS IT NOW READS OR MAY THEREAFTER BE AMENDED, ARE REQUIRED TO FILE A STATEMENT OF ECONOMIC INTEREST IN ACCORDANCE WITH COUNTY'S CONFLICT OF INTEREST CODE. COUNTY'S CONTRACT ADMINISTRATOR SHALL AT THE TIME THIS AGREEMENT IS EXECUTED MAKE AN INITIAL DETERMINATION WHETHER ORNOT THE INDIVIDUALS WHO WILL PROVIDE SERVICES OR PERFORM WORK PURSUANT TO THIS AGREEMENT ARE CONSULTANTS WITHIN THE MEANING OF THE POLITICAL REFORM ACT AND COUNTY'S CONFLICT OF INTEREST CODE. STATEMENTS OF ECONOMIC INTERESTS ARE PUBLIC RECORDS SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT.

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CONTRACTOR COVENANTS THAT DURING THE TERM OF THIS AGREEMENT NEITHER IT, OR ANY OFFICER OR EMPLOYEE OF THE CONTRACTOR, HAS OR SHALL ACQUIRE ANY INTEREST, DIRECTLY OR INDIRECTLY, IN ANY OF THE FOLLOWING:

- A. ANY OTHER CONTRACT CONNECTED WITH, OR DIRECTLY AFFECTED BY, THE SERVICES TO BE PERFORMED BY THIS AGREEMENT.
- B. ANY OTHER ENTITIES CONNECTED WITH, OR DIRECTLY AFFECTED BY, THE SERVICES TO BE PERFORMED BY THIS AGREEMENT.
- C. ANY OFFICER OR EMPLOYEE OF COUNTY THAT ARE INVOLVED IN THIS AGREEMENT.

IF CONTRACTOR BECOMES AWARE OF A CONFLICT OF INTEREST RELATED TO THIS AGREEMENT, CONTRACTOR SHALL PROMPTLY NOTIFY COUNTY OF THE EXISTENCE OF THAT CONFLICT, AND COUNTY MAY, IN ITS SOLE DISCRETION, IMMEDIATELY TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE AS DETAILED IN THE ARTICLE TITLED "DEFAULT, TERMINATION AND CANCELLATION."

PURSUANT TO GOVERNMENT CODE SECTION 84308 (SB 1439, THE LEVINE ACT), CONTRACTOR SHALL COMPLETE AND SIGN THE ATTACHED ATTACHMENT 8, MARKED "CALIFORNIA LEVINE ACT STATEMENT," INCORPORATED HEREIN AND MADE BY REFERENCE A PART HEREOF, REGARDING CAMPAIGN CONTRIBUTIONS BY CONTRACTOR, IF ANY, TO ANY OFFICER OF COUNTY.

//
ELECTRONIC SIGNATURES: EACH PARTY AGREES THAT THE ELECTRONIC SIGNATURES, WHETHER DIGITAL OR ENCRYPTED, OF THE PARTIES INCLUDED IN THIS AGREEMENT, ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS MANUAL SIGNATURES. ELECTRONIC SIGNATURE MEANS ANY ELECTRONIC VISUAL SYMBOL OR SIGNATURE ATTACHED TO OR LOGICALLY ASSOCIATED WITH A RECORD AND EXECUTED AND ADOPTED BY A PARTY WITH THE INTENT TO SIGN SUCH RECORD, INCLUDING FACSIMILE OR EMAIL ELECTRONIC SIGNATURES, PURSUANT TO THE CALIFORNIA UNIFORM ELECTRONIC TRANSACTIONS ACT (CAL. CIV. CODE §§ 1633.1 TO 1633.17) AS AMENDED FROM TIME TO TIME.

PRINT NAME: Blake Shaw

TITLE: President

SIGNATURE: 

DATE: 08/28/23

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PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

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El Dorado County Health and Human Services Agency Child Protective Services Process Improvement SOW Amendment 1

1.0 SOW Introduction

El Dorado County has entered into an agreement with the Change and Innovation Agency (CIA) to provide business process improvement services for their Child Protective Services program.

This amendment describes the additional work to be performed in association with the initial statement of work to expand on the implementation and support activities.

This document describes the scope, approach, staffing and schedule of the tasks necessary to complete this objective.

2.0 Implementation Planning

Following the workshop improvement report, the team will complete analysis and planning activities to detail the specifically approved improvements to determine the scope and approach to implement each. This includes determining impacted staff, expected benefits, associated metrics and risks. These are then grouped and sequenced for implementation.

The resulting analysis is presented as an implementation plan that prepares the County for a change management effort.

Tasks

1. Improvement Report Review – Meeting with leadership as appropriate to discuss the ideas resulting from the workshop to evaluate implementation ideas, improvement idea scope, and associated impacts.
2. Metric Evaluation – An analysis of current data associated with the improvement ideas.
3. Implementation Planning – Development of a plan to implement the analyzed improvements.

Deliverables

3.4 Implementation Action Plan – The deliverable includes the key implementation events and a task list with deliverables, owners, and anticipated completion dates.

3.0 Change Management Planning

The change management plan included in the initial scope of work is refined to focus on specific implementation change management needs for the approved items in the implementation plan. The action plan is created for each change that requires change management and implementation work. A single document is created that contains each approved change with a set of tasks, objectives, approaches and suggested timeline for effective change management, implementation, and support. The plan includes assignments and schedule for implementation.

4.0 Countywide Rollout Support

The countywide rollout support task from the initial statement of work is expanded to six months of direct support to execute the change management plan, and to maintain and sustain the changes included in the change management plan. This includes development of training material, reviewing data and spending time with supervisors and/or staff to reinforce the process improvements that were selected for implementation. On a monthly basis the support plan is adjusted based on current process change status and resulting needs.

Deliverables

5.1 Rollout Support Report – Monthly report that describes the key activities provided during roll-out.

5.0 Roles and Responsibilities

No changes.

6.0 Schedule

The initial schedule remains, with 5 additional months of support provided.

7.0 Cost

The following are the costs of each phase of work. The payment schedule follows the key deliverables in the SOW as shown in the table below.

Each deliverable is approved by the project sponsor and provides an opportunity to evaluate the quality of the work.

El Dorado County - Amendment 1					
Activity	Deliverable	Quantity	Unit Price	Extended Price	SKU
Implementation Planning					
	3.4 Implementation Action Plan	1	\$ 55,000	\$ 55,000	CA-PS001
Countywide Rollout Support					
	5.1 Monthly Roll-out Support	6	\$ 20,000	\$ 120,000	CA-PS001
			Total Price	\$ 175,000	

The following are the NASPO Cloud Based SaaS Contract SKU's that are used for this project. The total costs for the deliverables listed above represent the license fee and the related number of professional service hours.

SKU	Description	Quantity	List Price	Extended Price	Total Price
CA-PS001	Professional Services	795	\$ 254.80	\$ 220.00	\$ 175,000.00
Totals					\$ 175,000.00

Scope Assumptions:

1. Work is completed both virtually and in-person. Budget is included for in-person leadership briefings at key project milestones if situation permits.

2. Deliverables will be reviewed and either approved or revised within 10 business days of submission. If agreement isn't reached in that time, the open issues are escalated to the leadership for resolution.

**Carahsoft Technology Corporation
Attachment 8
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES ___ X ___ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES ___ X ___ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/28/23

Date

Change and Innovation Agency

Type or write name of company



Signature of authorized individual

Blake Shaw

Type or write name of authorized individual