

**AMENDMENT NO. 2 TO AGREEMENT BY AND
BETWEEN COUNTY OF MONTEREY AND I-SIGHT**

THIS AMENDMENT NO. 2 to Agreement No. A-13724 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **i-Sight** (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-13724 with County on September 18, 2017 (hereinafter, "Agreement") to provide Case Management Software services (hereinafter, "services") for the period of August 31, 2017 to August 31, 2020 for an amount not to exceed \$22,500; and

WHEREAS, CONTRACTOR entered into Amendment No. 1 to Agreement No. A-13724 with County on July 2, 2019, to extend the term of the Agreement to August 31, 2023, and increase the amount of the contract by \$25,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for five (5) additional years from May 31, 2021, to May 30, 2026, and increase the amount by \$57,400 for a total amount not to exceed \$104,900 to allow CONTRACTOR to continue to provide services identified in the Agreement, as amended by Amendment No. 1 and by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$104,900.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from May 31, 2021, to May 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

Juan P. Rodriguez
Civil Rights Officer

i-Sight

Contractor's Business Name

Date:

By:

(Signature of Chair, President or Vice President)

**Approved as to Form and Legality
Office of the County Counsel
Ellen S. Lyons, Deputy County Counsel**

Its:

(Print Name and Title)

By:

Deputy County Counsel

Date:

Date:

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its:

(Print Name and Title)

Approved as to Fiscal Provisions

Date:

By:

Auditor/Controller

Date:

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager**

By:

Name:

Title:

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**EXHIBIT 1
SCOPE OF WORK**

*between
Monterey County
(Hereinafter called the "Customer")*

and

*Customer Expressions Corporation d/b/a i-Sight
2255 Carling Avenue, Suite 500, Ottawa, Ontario, K2B 7Z5
Fax: (613) 244-3303
(Hereinafter called the "Service Provider" or "CEC")*

1. Terms of use

- 1.1. This i-Sight Hosted Service and Access Agreement (the "County of Monterey Standard Agreement") is a legal agreement between the Customer and the Service Provider for hosted software application and services that allow users to access a web based software application known as i-Sight ("Hosted Application Services").
- 1.2. "Hosted Application" includes non-pre-packaged computer software, its related modules, data storage mechanisms, databases and related designs, printed materials, and online or electronic documentation including the I-Sight Process map, all as described in Schedule "A".
- 1.3. "Service Provider" includes affiliates, officers, directors, employees, consultants and agents.
- 1.4. By subscribing to or using the Hosted Application and the Hosted Application Services, the Customer agrees to be bound by the terms of this Agreement.

2. Terms and Conditions

- 2.1. This Statement of Work ("SOW") is issued under and governed by the i-Sight Hosted Services and Access Agreement, effective date August 1, 2017 as amended (the "County of Monterey Standard Agreement") by and Monterey County and Customer Expressions Corporation ("Customer Expressions" or "Service Provider"). This SOW, as amended, modified, or supplemented, includes the terms and conditions of the Hosted Services and Access Agreement, which are hereby incorporated by this reference as though the same was set forth in its entirety.

3. Ownership of Intellectual Property

- 3.1. All rights, title to, and ownership interest in the Hosted Application and the Hosted Application Services including all intellectual property rights shall remain vested in the Service Provider. The Service Provider is the sole owner of all intellectual property rights pertaining to the Hosted Application and the Hosted Application Services, whether modified or in its original form.

4. Grant of Access & Use

- 4.1. Upon receipt of sufficient and valuable consideration as set out in section 4 herein, this Agreement grants the Customer a limited right to access and to use the Hosted Application for the Hosted Application Services that the Customer has subscribed to, as set out in Schedule "A" to this Agreement. For greater certainty, except as expressly set out in this Agreement, the Service Provider grants the Customer a limited non-exclusive, non-transferable right to create non-transferable passwords to access the Hosted Application, data files and the associated materials that constitute the Hosted Application Services. The Customer agrees to access the Hosted Application and the Hosted Application Services using a supported web browser. This includes the most recent stable versions of Chrome, Firefox, Safari, Edge and Microsoft Internet Explorer 11 or newer.
- 4.2. The Customer is responsible for all uses of the Customer's account including content created by the Customer, published and/or communicated when using the Service Provider's services as well as the consequences of any such content or communication, whether or not actually or expressly authorized by the Customer.
- 4.3. The Customer retains ownership of all Customer's data, created or otherwise provided by the Customer, while properly accessing the Hosted Application Services under the Customer's login ID.

5. Effective Date, Duration & Renewal

- 5.1. This Agreement shall be effective as of the date on which the last signature of the Service Provider or the Customer is affixed hereto ("Contract Signing").
- 5.2. The duration and renewal periods for this Agreement shall be calculated from the Effective Acceptance Date.
- 5.3. Renewal fees will be automatically invoiced to the Customer at the end of the Term. By renewal of the Hosted Application Services, the Customer agrees to be bound by to terms of the Agreement, as amended, if applicable.

6. Authorization

- 6.1. Signing this form confirms that (i) each person signing is authorized on behalf of their respective parties, to enter into and bind their respective parties to this Agreement and (ii) each person on behalf of their respective parties accepts the terms of this Agreement.

On behalf of _____ :

Name (please print)

Position

Signature

Date

On behalf of Customer Expressions Corporation d/b/a i-Sight:

Name (please print)

Position

Signature

Date

**Schedule “A” to the
i-Sight Hosted Services and Access Agreement**

The Hosted Application and Hosted Application Services being offered for access by the Customer and forming the subject matter of this Agreement will be as configured by the Service Provider to meet the specific needs of the Customer (as approved by the Customer), while retaining all the enhanced functionality of the base system. The following areas will be configured by the Service Provider as part of the set-up and configuration fee and will include configuration for each of the following department: Civil Rights Office. Any changes to the demonstrated application outside of this scope will result in additional customization fees.

Intake Form

The intake form is used to record new cases. As part of the configuration CEC will customize the fields available on the intake form. CEC will work with the Customer to define:

- Data fields required to initiate a new case including a definition of field name, type, and if the field is mandatory. There is a maximum of 200 fields on the intake form per Department.
- Nesting of fields to display appropriate fields for various case types. Nesting can be three layers deep (i.e. category, sub-category, sub-sub-category)

Alerts & Notifications

Workflow rules are used to optimize the department process. A ‘workflow rule’ is any logic that triggers a change in the status of the case or an email notification to be sent. Each of these can be configured by each case type.

- auto-notification of new cases
- escalation notices (overdue)
- closure notices
- automated to-do creation

Other workflow rules will be considered out of scope and subject to customization fees.

Case Record

The case record will contain all the standard case functionality including:

- Case Details > Overview
 - This tab displays information captured on the intake form (excluding sub-forms).
 - It can also include up to 50 other fields that may be completed during the case lifecycle (closure reason, recommended outcome, etc.).
- Case Activity
 - record Notes
 - record To-Do’s with reminders
 - assign To-Do’s to an i-Sight user other than the case owner
 - send and receive emails from within a case. Emails may have attachments.
- Case Parties
 - add multiple Parties to a case.
 - configure up to 4 unique forms to record various ‘Party Types’ (i.e. customer, subject, witness, etc.)
 - each of the unique forms may have up to 40 fields.
- Case Files
 - attach any sort of electronic document to the case (fax, scanned document, MS Word, etc.) with a maximum individual attachment size of 50 MB.
 - Templates allow system administrators to upload documents/ templates, in MS Word (.docx) file format, which instruct the system to auto-fill case information from a specific case. Letter templates will allow users to generate documents by using the letter templates and General Case Features
- General Case Features
 - ability to assign a case by selecting an owner from the pick list
 - ability to print the case file
 - case history will display an audit trail of changes made to the case record

Case Record - Configured Forms

Forms can be deployed within the case file to record information. Forms are used for data sets that must be recorded more than once during

the case lifecycle. For example: An expense form could be deployed to track many expense items. An interview form could be deployed to record every interview conducted.

The configuration fee includes the addition of up to 5 unique forms per department. Each form can have a maximum of 50 unique fields.

Maintenance

i-Sight provides the following maintenance functions:

- add, modify or delete users, select their access level and notify them by email of their username and password
- add or delete category items (issues, products, etc.)
- add, modify or delete workflow rules (for example: users may change timing of notifications)
- add, modify or delete email standard responses

Access Controls

Access controls restrict functions and data available to groups of users. The following are the standard access roles that are available and may be combined with one other parameter to determine what data can be viewed. For example, this information could be restricted based on the user’s department. In that case the user could only see cases and report information related to cases from that department. Other examples could include case type, location, severity, etc.

Role Name	View My Cases	View Other's Cases	Edit My Cases	Edit Other's Cases	Restrictions based on custom parameter	Submit case	Reassign Case Owner	Cancel	Close	Reopen	Access to settings	Mark case as confidential	View confidential cases	Edit Confidential Cases	Create Reports	Run Reports
System Administrator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Manager	✓	✓	✓	✓		✓	✓	✓	✓	✓					✓	✓
Analyst	✓		✓		✓	✓	✓	✓	✓	✓					✓	✓
Read Only (Optional)	✓				✓	✓										✓

Reporting

i-Sight includes the YellowFin reporting package. This is an ad-hoc reporting tool and will be populated with reportable field values (excludes History and Email field values); however, the Customer is responsible to build the desired reports.

Data Migration

Service Provider will migrate data from a legacy system into i-Sight.

- **Mapping:** In order to complete this work, the Customer must take the field specification provided by Service Provider and map all the fields to the legacy data.
- **Migration File:** The Customer must provide a migration data file for import. The migration data file(s) to be imported must:
 - be standard ASCII text delimited using a unique delimiter
 - have one record per line of text and no run over due to large amounts of text
 - not have data containing carriage returns
 - have consistent date values
 - for any numeric or currency fields being migrated contain only numerical data
- **Data Cleansing:** It is the sole responsibility of the Customer to cleanse or otherwise modify the migration file. Two rounds of migration are included, however, if the second import attempt fails, additional fees will apply.

System Training Services:

i-Sight will provide training material to customers to help build and customize the reports required.

Training is conducted via web conference and is recommended having a limit with no more than 10 people each session. Training workshops provide users with an overview of the system functionality, reporting tool, dashboard features, the report builder, and system administrator settings.

Report Building Services:

As part of this project, i-Sight will include report building services to construct custom reports for GBC based on their requirements. The i-Sight staff will be responsible for gathering requirements and will produce reports and dashboards based on the customer’s needs.

**Schedule “B” to the i-Sight Hosted Services and Access Agreement:
Fees, Currency, & Terms of Payment**

1. Currency

All prices are in USD Dollars.

2. Term

This Agreement is for a period of five (5) years.

3. Fees

Item	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs	Year 5 Costs
User Licenses (6 users) (6 Users included at 50% off List Price \$960/user/year) • Additional users - \$480 per user per year	\$8,640	N/A	N/A	\$2,880	\$2,880
i-Sight Configuration & SSO (Reduced from \$10,000)	\$5,000	N/A	N/A	N/A	N/A
Data Migration	\$4,500	N/A	N/A	N/A	N/A
Hosting & Support	N/A	\$7,000	\$7,000	\$7,000	\$7,000
Training (1 Day) • Report Training • End User Training	\$1,500	N/A	N/A	N/A	N/A
Report Building Training (1 Day)	\$1,500	N/A	N/A	N/A	N/A
Total	\$21,140	\$7,000	\$7,000	\$9,880	\$9,880

Note: All prices are in USD and are based on a 3-year term. The Year 1 costs total \$21,140. Years 2 and 3, the annual fee will \$7,000. Years 4 and 5, the annual costs for the next additional year will be \$9,880.

4. Travel Expenses

If required, all travel expenses will be charged in addition to these amounts.

5. Terms of Payment

Total Year 1 configuration are billed on contract signing. Subsequent Annual Fees are billed in advance on an annual basis. All payments are due net 30 days of their respective billing date. Any system overages (users or storage) are calculated on a monthly basis and billed quarterly in arrears.

Name:	[REDACTED]
Title:	[REDACTED]
Phone #:	[REDACTED]
Email:	[REDACTED]