

FIRST COAST WORKFORCE DEVELOPMENT, INC.

SOLE SOURCE DOCUMENTATION

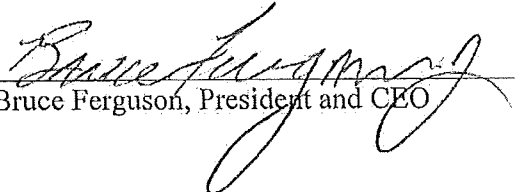
Vendor/Subrecipient: ERISS Corporation.
Address: 1124 Glen Ellen Place ST 201, San Marcos, CA 92078
Amount: \$97,850.00
Department: Compliance/Contracts
Date: September 19, 2017

Explain why this is the only product or service that can meet the needs of the purchasing agency. SARA, an Electronic Participant Tracking/Communications System, is an interactive client system that supports existing case management system and enables program service operators to dramatically improve and systemize client communications, follow up and tracking with significantly more efficiency. SARA enables staff to focus on direct, high-value counseling and allows the organization to dramatically improve customer service and easily track clients from application to successful closure.

Explain why this vendor/subrecipient is the only practicably available source from which to obtain this product or service. ERISS is the only corporation that was able to provide the services, listed above, that are needed by our corporation to track and communicate interactively with the existing case management of CareerSource NEFL, thus allowing for a dramatic improvement and systemize client communications. ERISS is currently working with the State of Florida and GeoSol on the systems that interface with each other, such as Employ Florida.

Explain why the price is considered reasonable. ERISS is the only corporation that was able to provide the services, listed above, that are needed by our corporation to track and communicate interactively with the existing case management of CareerSource NEFL, thus allowing for a dramatic improvement and systemize client communications with the efficiency of the product. ERISS is currently working with the State of Florida and GeoSol on the systems that interface with each other, such as Employ Florida.

Describe the efforts that were made to conduct a non-competitive negotiation to get the best possible price for the taxpayers. On July 15, 2015, a Request for Proposal was sent out via-email. ERISS responded with a proposal, AT Hoc was not able to provide the services requested, and Blackboard did not reply to the request. In the absence of additional bids, and the reasonableness of the cost for the product offered to meet the needs of the organization, ERISS was selected to provide the requested services. ERISS is the Sole Source capable of meeting all needs regarding automated case management follow up services.


Bruce Ferguson, President and CEO

9/19/17
Date



2017-18 Fees for SARA CareerSource North East Florida – September 19, 2017

Over the past year, we have changed our pricing model. We have decreased the price per seat, added 10 complimentary administrator seats, and added a customer service/technical support fee. Currently, CareerSource NEFL has 86 SARA seats serving clients in TANF, WIOA, TAA, TTW, Wagner Peyser and Youth, with 76 of those being utilized by staff carrying case loads.

Based on 76 paid seats we can offer the following pricing structure:

First 50 seats = \$75,000

26 seats at \$1,000 per seat = \$26,000

10 Complimentary Administrator seats

Total for 86 seats: \$101,000

15% Discount: \$15,150

TOTAL Seat Price with Discount = \$85,850

Customer Service/Technical Support Fee: \$12,000

Total Seats + Technical Support = \$97,850

Optional: Onsite training - \$2,800 per day

Webinar Trainings with unlimited attendees: \$800 each

Please contact Barbara Nyegaard at 858-722-2177 if questions.

Thank you!

ERISS® SOFTWARE AS A SERVICE (SaaS) SARA MASTER AGREEMENT

THIS SAAS AGREEMENT (the "Agreement") is entered into as of August 10, 2015 ("Effective Date") between ERISS Corporation, a California corporation whose principal place of business is ERISS Corporation 1124 Glen Ellen Place Ste 201 San Marcos, CA 92078 ("ERISS") and First Coast Workforce Development, Inc., a Florida 501 (c) (3) Corporation, whose principal address is 1845 Towne Center Boulevard, Suite 250, Fleming Island, FL 32003 ("Customer"). ERISS® is a registered trademark of ERISS Corporation.

BACKGROUND

This Agreement governs the Software as a Service (SAS) that ERISS will provide in connection with SARA, an interactive two-way, text/email communications, tracking/documentation service.

1. ERISS RESPONSIBILITIES.

1.1 **Services.** In accordance with this agreement, for a period of one year, ERISS shall provide SARA for Customer at its CareerSource Northeast Florida Career Centers. Additional Statements of Work may be appended to this Agreement from time to time, with the consent of and upon terms agreed to in writing by both of the parties, and this Agreement, other than Sections 2.3 and 4, shall govern the relationship between the parties in connection with such additional Statements of Work.

1.2 **Customization of SARA.** Immediately upon signing, the ERISS team will convene a project kick-off meeting via webinar. This meeting will include an overview of the implementation process and the beginning of the customizing of SARA. Customization includes: Customer's logo on the application, customization of SARA "tracks" and communication templates, assigning local numbers (for text messages). This implementation will run in parallel with the Customer's case management system (CMS). Relevant SARA data will be exported to the CMS as agreed upon.

1.3 **SARA Term.** For a period thought August 10, 2016 (the "Term") with opportunities to extend in annual increments... See 4.

1.4 **Technical Support.** ERISS's technical team shall provide technical support via phone, email, Skype or Joinme to the liaison during the customer's business hours or as mutually agreed.

1.5 **Training.** ERISS shall conduct two (2), 3-hour comprehensive training sessions and up to 3 webinars throughout the term of the agreement. Additional training days may be purchased throughout the year at a rate of \$2,500 per day plus reimbursement for travel expenses.

2. CUSTOMER RESPONSIBILITIES.

2.1 Implementation Team. Upon signing, Customer will assign a Project Liaison. Preferably, this person will have authority to create/approve customer communications, have operational authority, have in-depth understanding of customer service delivery model and flow, and be reasonably available to work with the ERISS team as needed.

2.2 Graphics. Immediately upon signing, transmit the required logo in the required format.

2.3 Participant Awareness Plan. Customer will ensure to the extent possible that all targeted existing and new Career Center clients become aware of SARA and how SARA will be communicating with them. Examples of this would be introducing SARA at orientation and intake, creating laminated sheets about SARA and posting them in the Career Centers.

2.4 Participant List. Within 10 days of signing this agreement, Customer will provide participant list to ERISS in the requested format.

2.5 Promotion of SARA. Customer is encouraged to promote SARA to partners with co-enrolled participants. Customer may use this contract vehicle to add staff from other agencies.

3. COMPENSATION. Customer agrees to pay ERISS a total of \$71,100 (discount of 10% applied) for the services described as SARA. This fee allows 50 staff to use SARA. Upon signing, \$25,000 is due. \$25,000 will be due upon WIOA Tracks implementation and \$21,100 upon TANF/Vets/FSNAP Tracks have been implemented.

4. EXTENSION. This agreement may be extended for an additional two years with mutually-agreed pricing. The agreed annual price will be paid annually, immediately upon signing each annual extension.

5. AMENDMENTS. This agreement may be amended with additional services and additional staff numbers. Pricing for these additions/changes will reflect ERISS's pricing at the time the amendment is requested.

6. PARTICIPATION ADDENDUM. An Addendum may be added which allows participation in SARA services, as outlined in this Master Agreement, for use by State agencies and other governmental or private entities located in the State of Florida as authorized by statute.

7. OUT OF SCOPE REQUESTS. Customer shall pay ERISS' then-current standard time and materials rates if ERISS agrees to perform Customer-requested development work that is outside ERISS's responsibilities, Section 1. As of the Effective Date, ERISS charges \$250/hour for Lead Developer time, \$225/hour for Project Manager and \$95 per hour for a graphics designer (if needed). Should Customer wish to fully integrate SARA into a Case Management System or State Reporting System, this would be considered "Out-of-Scope" and ERISS would provide a separate quote for such an integration. This type of request can be submitted at any time.

8. OWNERSHIP. Customer acknowledges that the software service (SARA) is the proprietary technology of ERISS and its partner. This Agreement grants no rights whatsoever to the technology and entitles Customer to the Services only for the Term as provided in Sections 1.3 and 4.

9. **WARRANTY.** ERISS warrants that the software service shall be implemented in accordance with professional standards, and is substantially free from errors and omissions. ERISS DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. LIMITATION OF LIABILITY.

10.1 IN NO EVENT WILL ERISS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT.

10.2 EACH PARTY'S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID TO ERISS HEREUNDER.


11. **PRESS RELEASE.** ERISS may issue press releases, which identifies Customer as a customer of ERISS' services and may include Customer's name and website URL on its websites.

12. **TERMINATION.** The non-breaching party may terminate this Agreement for cause in the event of a material breach of this Agreement by the other party upon 10 days written notice with respect to the nonpayment of money, and upon 30 days written notice with respect to any other breach, provided that the breaching party does not cure such breach within such time period. Upon termination of this Agreement all Confidential Information in either party's possession shall be promptly returned to the owner.

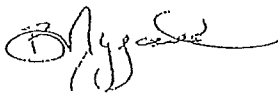
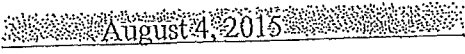
13. **MISCELLANEOUS.** This Agreement will be governed and construed in accordance with the laws of the State of California excluding its conflict of laws principles. This Agreement constitutes the entire understanding and agreement between ERISS and Customer relating to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements relating to such subject matter. This Agreement may be changed only by a written document executed by both parties. Neither party may assign, transfer or sublicense this Agreement or any portion thereof, without the prior written consent of the other, and any attempted assignment shall be void and of no effect. No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is held to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect. Except for payment obligations, nonperformance of either party hereunder will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failures of suppliers, power outages, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

IN WITNESS WHEREOF, the parties hereto by their respective authorized officers have executed this Agreement as of the date first written above.

CUSTOMER

By: 
Name: BRUCE FERRELLON, JR.
Title: CEO
Date: 8/5/15

ERISS

By: 
Name: Barbara Nyegaard
Title: Chief Executive Officer
Date: 

THIS RESPONSE IS THE SOURCE AND IS APPLICABLE TO THE PARTIAL TRACKING COMMUNICATIONS SYSTEMS BY 2015

Will our staff have to maintain two systems, i.e. our case management system AND SARA?

There is nothing to "maintain" or document in SARA. SARA operates as an interactive, two-way communication system (replacing up to 80% of the telephone, email and documentation duties).

Some of our staff have their own way of doing things. Can SARA accommodate them? Yes. At your discretion, individual staff can easily modify existing tasks and rules to suit their specific needs or build their own task library. In addition, staff can control a variety of ways SARA interacts with them and their clients, just like they would with a human assistant.

Pricing

All pricing is annual and includes unlimited number of participants/clients, unlimited customer and technical support via phone, email, text, Skype and webinar. Technical support guarantees same business day response. Support hours are 9-8 Eastern M-F plus weekends on demand.

- Seats 1-10: \$2,500 per seat (\$25k is minimum annual fee)
- Seats 11-20: \$1,800 per seat
- Seats 21-50: \$1,200 per seat
- 50 seats = \$79k and serving approx. 6,250 clients at \$12.64 each.
- 10% discount on 20+ seats if contracted by August 15, 2015. Year 2 and onward is priced at a 15% discount if first year and ongoing years exceed \$60k

Onsite Training: Two sessions (one day with up to 20 each): \$2,500 per day.

If you want SARA to undertake new tasks outside of the traditional participant WIOA scope, how is that done and how much does it cost? Simply provide us with the task definition and rules and we will provide an assessment of how many hours the task will take. Task programming is billed at \$250 an hour.

Contact Information for this Proposal: Barbara Nyegaard, CEO, ERISS; 858-722-2177;
bjn@eriss.com

References:

Alex Macias: Workforce Services Director, Second Chance Program San Diego; Phone: 619-234-8888 Email: amacias@secondchanceprogram.org

Reg Javier: Associate Manager, Pacific Consulting Group – Philadelphia Works (formerly Workforce Director, SDWP); Phone: 858-646-3000 Email: rjavier@pcgus.com

Sinclair Hubbard, Project Liaison, Department of Aging and Rehabilitation Services Virginia;
Phone: 540-434-5981 Email: sinclair.hubbard@drs.virginia.gov Co-Implementation with partner Career Index



September 28, 2017

TO: Bruce Ferguson

FROM: Cheryl Taylor *CT*

RE: Modification #1-Increase- PO# 1336-ERISS Corporation

Please increase Purchase Order #1336, to include the additional charges.

The modification is needed for two days of onsite training of SARA. These training sessions were held at the Market Street location for staff that access SARA. The cost of onsite training is \$2,800 per day for two days for a total of \$5,600.00.

We are requesting an increase in PO # 1336 in the amount of \$5,600.00

Original PO # 1336	\$ 97,850.00
Mod #1-Increase	\$ 5,600.00
New Total of PO #1336	\$103,450.00

B. Ferguson
9/28/17