

Agreement No.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO & ONACTUATE CONSULTING US
INC.**

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and OnActuate Consulting US Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing Dynamics 365 Finance system for Public Administrator and Public Guardian programs.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit D—Other terms and conditions

Exhibit E —Service level and maintenance/support

Exhibit I — § 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall the Company's total fiscal obligation under this Agreement exceed Six Hundred Twenty- One Thousand Dollars(\$621,000) without prior written approval in accordance with the Change Management Process described herein. Should project requirements, scope, schedule or deliverables change in a manner that would result in costs exceeding the stated amount, the Contractor shall promptly notify the Company's Project Manager and submit a formal Change Request as outlined in the Project Management Plan (PMP) guidelines. The Change Request shall include an impact assessment on cost, schedule, and resources, and must be approved in writing by the Company before additional work is performed. Any authorized overages will be documented

as contract amendments and billed at the agreed-upon rates. In the event that the County

makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026 to December 31, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Chief, San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

Contractor will defend, indemnify, and hold harmless the County of San Mateo and its officers, directors, employees, agents, Affiliates, successors and permitted assigns against any and all third-party claims, suits or actions of every name, kind and description, including claims for infringement or violation of any third party's intellectual property rights, relating to or arising out of this Agreement ("Claims"). Contractor will not be liable under this Section (a) to the comparative extent that such Claims result from County's negligence, acts or omissions, or breach of this agreement. Neither Party will stipulate, admit, or acknowledge fault or liability by the other without their prior written consent.

Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor in its sole discretion controls the defense of any action on any such claim and all negotiations for its settlement or compromise.

Notwithstanding anything in this Section to the contrary. Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon : (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/ or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

d. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p>\$3,500,000 per occurrence for Privacy and Network Security,</p> <p>\$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in

effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting

discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due

to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and

correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. LIMITATION OF LIABILITY

Contractor's liability for damages to the County for any cause whatsoever, and regardless of the form of action, whether in Contract or tort, shall be limited to the Purchase Price. "Purchase Price" means the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., change orders or renewals), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order. The County liability for damages for any cause whatsoever, and regardless of the form of action whether in Contract or in tort, shall be limited to the Purchase Price as that term is defined above. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES

EXCEPTIONS: The foregoing limitation of liability shall not apply to: b) liability under Section 23 (Intellectual Property (IP) Indemnity) or to any other liability (including, without limitation, indemnification obligations) for infringement of third-party intellectual property rights;

18. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

19. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Moony Tong, Deputy Director

Address: 2000 Alameda De Las Pulgas, Suite 200, San Mateo, CA, 94403
Telephone: (650) 670-5371
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: **Gregory Allgrim**
Address: **10900 NE 4th St Unit 2300,**
Bellevue, WA 98004
Telephone: **866-246-2568**

20. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

21. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal

Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

22. Health Insurance Portability and Accountability Act (HIPAA)

a. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.

b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.

c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.

d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term

"designated record set" in Section 164.501.

e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.

i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
2. Identity of the unauthorized person or to whom impermissible disclosure was made;
3. Whether PHI was actually viewed or only the opportunity to do so existed;
4. The extent to which the risk has been mitigated.

l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

b. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45

CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

c. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

d. OBLIGATIONS OF COUNTY

a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.

b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

e. PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

f. DUTIES UPON TERMINATION OF AGREEMENT

a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

g. MISCELLANEOUS

a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

23. Intellectual Property

The parties agree that, as between them, all rights, including all intellectual property rights, in and to County data remain the exclusive property of the County, and Contractor and any subcontractors have a limited, non-exclusive license to access and use County data as provided to Contractor solely for performing their obligations under the contract. Nothing herein shall be construed to confer any license or right to the data, including user tracking within the system. Unauthorized use of data by Contractor, subcontractors, or third parties is prohibited. Unauthorized use means the mining or processing of data stored or transmitted by the service for unrelated commercial purposes, advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the agreement. At the conclusion of the contract term, County shall retain full and exclusive rights to County data.

The County shall have the ability to export data at its discretion, including to other service providers, without Contractor or subcontractor interference. County shall be entitled to retain and use at its discretion any customized products, training, and project management materials, including after the

termination of the contract term.

Contractor agrees that before commencement of any subcontract work it will incorporate this section to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in its intellectual property are preserved and protected as intended herein.

24. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

a. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **“Secure Areas”** means any area where:

i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or

iii. PII is stored in paper or electronic format.

b. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

c. Use of Safeguards by Contractor to Protect PII

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use,

disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality

statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

d. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

e. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

f. Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

g. Permissible Requests by County

County shall not request Contractor to use or disclose PII in any manner that would not be permissible under the Privacy Rule if so requested by County, unless Contractor will use or disclose PII for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

h. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

i. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

25. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:

Signed by:

C6B6C7B6B332468...

6/2/2026

Sharan Oberoi

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. DEFINITIONS

Described in the applicable Schedules or Attachments attached hereto:

“Change Request” means a request in writing by the County to change the Consulting Services that Contractor is then performing (or is required to perform) or to perform new or additional Consulting Services, including, without limitation, creating new or additional user or functional requirements or the supply of Out-of-Scope Services or Deliverables.

“Completion Date” means the date of final acceptance by the County of the System or Deliverables, or Services described in any Statement of Work.

“Consulting Services” means, without limitation, any software consulting, installation, customization, training, integration, development, project management, software implementation and integration, scripting, training, data transfer, and attendant documentation services as specified in this Agreement and/or a Statement of Work or Task Order. For the avoidance of doubt, Consulting Services do not include any services that are normally carried out by licensed, registered or certified professions such as legal, financial, accounting or insurance advisers or consultants, or any Internet service providers, managed data services, or network services.

“Deliverables” means the items that Contractor will deliver to County pursuant to this Agreement, as specified in a Statement of Work.

“Out of Scope” means any Services, Deliverables or activities that are not within the agreed scope of Services as defined herein or otherwise not within the agreed scope of Services under this Agreement or any Statement of Work or Task Order.

“Services” means, individually or collectively, Consulting Services, and any other services that Contractor performs for the County pursuant to this Agreement.

“Statement of Work” or **“Task Order”** means any document agreed to in writing by the parties that specifies the details of any Services to be performed by Contractor or Deliverables to be supplied by Contractor, and the associated fees, payments terms, schedules, specifications, project milestones, acceptance criteria and other specific terms agreed by the parties in connection therewith. Statements of Work and Task Orders incorporate the terms of this Agreement.

“**System**” means and comprises software as customized, and integrated by Contractor, as detailed in a Statement of Work.

“**Third Party Licensed Software**” means the third-party software products (in executable form) and associated documentation, as specified in the Schedule hereto, that Contractor supplies to the County under this Agreement. "Third Party Licensed Software" includes without the Microsoft Dynamics™ Software.

“**Users**” mean those persons (being County’s employees or contractors) who are authorized by County to use the System in accordance with applicable license terms.

2. AGREEMENT GOAL

The agreement shall meet the goals of replacement of the legacy system, configuration, customization, integration, testing, training, and go-live support of Microsoft Dynamics 365 Finance to meet ADS's financial management needs for the Public Guardian (PG) and Public Administrator (PA).

ADS is looking at moving its existing Public Guardian and Public Administrator accounting application to Dynamics 365 Finance in GCC. There are approximately 1,000 active client trust accounts that ADS is looking to manage through Dynamics 365 Finance. The County has purchased the required Dynamics 365 Finance GCC license, and the Contractor will guide ADS through the setup process.

3. SCOPE OF WORK

Contractor will implement Microsoft Dynamics 365 Finance (D365 Finance) to modernize San Mateo County Health – Aging & Disability Services’ core financial operations. The project will be delivered in a single legal entity using standard D365 functionality with targeted enhancements, following a structured phase implementation methodology to ensure alignment with County requirements and a smooth transition to production.

Project Objective

The project objective is to implement Microsoft Dynamics 365 Finance within the Government Community Cloud (GCC) for San Mateo County’s Aging and Disability Services (ADS) division, specifically targeting the Public Guardian

(PG) and Public.

Administrator (PA) programs. The initiative will replace legacy financial systems with a modern solution designed to support fiduciary accounting and County management functions. Key goals include configuring and customizing core financial modules such as General Ledger, Accounts Payable and Receivable, Fixed Assets, and Cash and Bank Management. The solution will also be integrated with Microsoft tools, including Power Apps, Power BI, and Dataverse, for seamless data flow and reporting.

Scope #1: Project Planning and Management

- Define the project scope, objectives, and deliverables.
- Set timelines, budgets, and resources for the implementation.
- Develop a risk management and change management plan.
- Create a project team, which includes stakeholders, IT teams, finance teams, and consultants.
- Hold weekly or bi-weekly project status meetings and provide written reports to communicate progress and issues. Define the process for escalating issues, such as timelines and responsible parties.

Category	County Project Manager Responsibilities	Contractor Project Manager Responsibilities
Designation and Continuity	Designate a County Project Manager to serve as the primary point of contact for the contract. Notify Contractor in writing if a change in County Project Manager occurs.	Designate a qualified Contractor Project Manager to lead project delivery. Maintain consistent staffing throughout the engagement. Notify County’s in writing for any replacements, reassignments, or substitutions.
Project Governance and Direction	Work with the Project Sponsor to align with overall direction and oversight for County’s interests in the project. Ensure alignment with County objectives, policies, and compliance requirements.	Lead day-to-day project execution to ensure adherence to project scope, schedule, and budget. Manage Contractor project resources and coordinate all implementation activities. Participate in steering committee meetings and provide project progress updates.

<p>Deliverable Acceptance</p>	<p>Review, confirm test, and formally accept or reject Contractor deliverables based on agreed acceptance criteria. Ensure County sign-offs are documented.</p>	<p>Deliver all project artifacts, configurations, and reports according to agreed milestones and acceptance criteria. Conduct internal quality assurance before submitting deliverables for County approval.</p>
<p>Decision-Making and Escalation</p>	<p>Ensure Project Sponsor and key stakeholders are notified of decision-making concerns on County project-related matters. Escalate critical risks, scope issues, or delays to County leadership or the steering committee as needed.</p>	<p>Serve as the primary escalation point within the Contractor organization. Communicate risks, issues, and dependencies promptly to the County Project Manager. Provide impact analysis and recommended mitigation plans.</p>
<p>Resource Coordination</p>	<p>Coordinate internal County resources (e.g., IT, Finance, Security, Data Owners) to support project tasks, testing, and decision-making.</p>	<p>Coordinate Contractor resources (functional, technical, and integration specialists). Ensure appropriate skill sets are assigned to project tasks and available per schedule.</p>
<p>Schedule and Milestone Tracking</p>	<p>Monitor progress toward milestones and review project schedules to ensure alignment with agreed timelines.</p>	<p>Create, maintain and update the detailed project plan and milestone tracker along with County project manager assistance. Lead weekly project status meetings with County stakeholders and provide weekly written status reports summarizing project hours utilized by their team, progress, risks, and next steps.</p>
<p>Communication and Reporting</p>	<p>Attend weekly status meetings and participate in steering committee meetings as needed. Review Contractor reports and provide timely feedback. Ensure internal County stakeholders are informed of project status and issues.</p>	<p>Lead weekly status meetings with key County stakeholders to review progress, risks, issues, and action items. Participate in monthly or milestone-based steering committee meetings to present project status and strategic updates.</p>

Risk and Issue Management	Identify and escalate risks or issues from County’s side (e.g., resource constraints, access delays). Collaborate with Contractor to mitigate risks.	Maintain and update the project risk and issue log. Identify potential risks, communicate them promptly, and track mitigation actions through resolution.
Change Management	Review, obtain approval from Project leadership, or notify project leadership has rejected change requests that impact scope, cost, or schedule in accordance with County’s change control procedures.	Prepare and submit formal change requests including justification, impact analysis, and updated work plan for County approval. Implement approved changes and update project documentation.
Quality Assurance and Testing	Participate in review of test plans, conduct user acceptance testing (UAT), and validate deliverables meet business requirements.	Develop and execute systems and integrate test plans. Support County during UAT, document test results in report in UAT tracker, and remediate defects.
Documentation and Knowledge Transfer	Review all training and system documentation to ensure completeness and compliance with County standards. Work with project team to oversee knowledge transfer to County staff.	Deliver comprehensive project documentation including design documents, and training materials (Task recordings). Conduct knowledge transfer and system administration sessions prior to Go-Live.
Post-Go-Live Transition	Oversee transition to County operations and support teams. Confirm all post-go-live issues are addressed and work with leadership to approve project closure.	Manage post-go-live stabilization and provide support per agreed terms. Deliver final project closeout report summarizing performance, issues resolved, and lessons learned.

The RACI model is a straightforward tool used for identifying roles and responsibilities and avoiding confusion over those roles and responsibilities during a project. The table below clearly defines the roles and responsibilities between OnActuate (OA) and the County (ADS).

Phase	Activity	Responsible (R)	Accountable (A)	Consult (C)	Inform (I)
Planning	Project Plan	OA	OA	ADS	ADS
Planning	Project Kick-off	OA	ADS	OA	ADS
Planning	Provisioning of D365 Dev, UAT & Production Solution Environment	ADS	ADS	ADS	OA
Planning	Setup LCS & provision users. Complete Subscription Estimator	ADS	ADS	ADS	OA
Planning	Setup DevOps, provision users & project setup	ADS	ADS	ADS	OA
Analysis	Business Process Workshops	OA	OA	ADS	ADS
Analysis	Standard Master Data Migration Templates Preparation & Walkthrough	OA	OA	ADS	ADS
Analysis	RTM & Gap Fit Document préparation	OA	OA	ADS	ADS
Analysis	RTM & Gap Fit Document Sign-off	ADS	ADS	OA	OA
Design	Functional Design/Report Design Document preparation	OA	OA	ADS	ADS
Design	Functional Design/Report Design Document Sign-off	ADS	ADS	OA	OA
Configure & Build	Development/Configuration	OA	OA	ADS	ADS
Configure & Build	Master Data Migration	OA	ADS	ADS	ADS
Configure & Build	Data Migration Validation	ADS	ADS	OA	OA
Configure & Build	Test Scenario Register	OA- ADS	ADS	OA	ADS

Configure & Build	Functional Testing	OA	OA	ADS	ADS
Training & UAT	Provisioning UAT Environment with Microsoft Fast Track team	ADS	ADS	OA	ADS
Training & UAT	UAT Functional Process Setup	OA	OA	ADS	ADS
Training & UAT	Train-the-Trainer sessions for Leads	OA	OA	ADS	ADS
Training & UAT	UAT Execution	ADS	ADS	OA	OA
Training & UAT	UAT Support	OA	OA	ADS	ADS
Training & UAT	UAT Sign-off	ADS	ADS	OA	OA
Training & UAT	End User Training	ADS	ADS	OA	OA
Training & UAT	End User Training Support	OA	OA	ADS	ADS
Deployment & Cut Over	Production Deployment	OA	ADS	ADS	OA
Deployment & Cut Over	Go-live data and opening balance preparation	ADS	ADS	OA	OA
Deployment & Cut Over	Opening balance & Master data upload	OA	OA	ADS	ADS
Deployment & Cut Over	Functional & Technical Support	OA	OA	ADS	ADS
Go-Live	System Acceptance Doc Sign-off	ADS	ADS	OA	OA
Post Go-Live Support	Hypercare Support	OA	OA	ADS	ADS

Table: RACI Matrix

Scope #2: System Requirements and Assessment

- Assess current financial and accounting system for PG and PA programs.
 - Identify customization needs and set up environment.
 - Determine licensing needs. Please list out all licensing types.
 - Provide a data migration plan to transfer historical financial data into Dynamics 365 Finance.
 - Set up users, roles and groups.
 - Configure security:
 - How vendor ensure against data leakage.
 - Ensure APIs, if used, include testing against vulnerabilities and exploits and follows industry best practices.
 - Provide patching processes including security fixes and updates.
 - Provide network defenses including audit capabilities, vulnerability scanning, and penetration testing.
 - The solution must be able to integrate with other applications/systems and with other vendors and/or Microsoft tools such as Power Apps etc.
 - The solution must be web (and mobile) enabled.
 - Provide encryption methods, both in-transit and at-rest.
 - Okta integration and MFA is required. SAML for integration with SMC systems is required.
 - Provide evidence of practicing least privilege permissions and restrictions related to job roles and without over-reaching permissions.
 - Provide role-based access controls for Administrators.
 - Provide auditing of system including logging events, changes to permissions.
 - Vendor must demonstrate that employees have undergone a security background check.
 - Employees for the project must be located in North America
-

- Must provide evidence that employees have been trained to handle confidential data (HIPAA) including a yearly security awareness training.
- Vendor must have an Incident Response Plan including notification of any breaches and/or data loss events within 24 hours.
 - Vendor may be required to provide the County with audit logs including connection logs in the event of a breach or suspected activities.
- If remote access tool is required to access devices/system within the County's network, please state remote access tool. Please note: remote access tool must be approved and meet County standard.

Scope #3.1 Financial Management Configuration (Standard Functionalities)

Configure the key financial modules, such as General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, and Cash and Bank Management for fiduciary accounting.

Standard Capabilities included

i. System Foundation & Core Setup

- Legal entity setup
- Ledger and fiscal calendar configuration
- Currency and exchange rate setup
- Posting profiles and control parameters
- Security roles and user access framework

ii. General Ledger

- Chart of Accounts
 - Main accounts and ledger account definitions
 - Financial dimensions: Program, Fund, Cost Center, Client ID, Case ID
 - Account structures and validation rules
 - Journal Batches and Vouchers Setup
 - Journal types: General journals, Accrual journals, Allocation journals, Recurring Journals
 - currency setup as needed
 - General journals and journal approvals
-

- Period close and financial controls
- Tax Setup (Tax Groups and posting setups)
- Tax authority's configuration
- Association of tax codes to vendors, customers, and items
- Recording of tax transactions
- Standard financial statements and inquiries ((Trial Balance, Balance Sheet, Income Statement)
- Quarterly interest distribution set up

iii. Accounts Payable

- Vendor master data management
- Vendor groups and posting profiles
- Vendor classification (estate-related, contracted services, utilities, legal, medical, etc.)
- Vendor addresses, remittance details, and contact information
- Vendor document attachments (W-9s, court approvals)
- Invoice entry and validation
- Invoice batch processing if needed
- Invoice attachments (vendor invoices, supporting documents)
- Payment proposal and processing
- AP aging and standard inquiries
- invoice approval workflow
- Payment methods Setup Check, EFT
- AP parameter configuration
- Payment proposal generation and review
- Vendor settlement and reversal handling
- Overpayment and underpayment management

iv. Accounts Receivable

- Customer master records (estates, clients, third parties)
 - Customer groups for fiduciary and non-fiduciary classification
-

- Customer posting profiles
 - Credit limits and financial controls
 - Address, contact, and delivery information
 - Free text invoices and receipts
 - Batch processing of invoices
 - Invoice posting and validation
 - AR journal entries (adjustments, write-offs, corrections)
 - Posting logic and account determination
 - Terms of payment configuration
 - Methods of payment
 - AR aging and inquiries
 - Discounts for early payments if applicable
 - Payment application and settlement logic
 - Overpayment and underpayment handling
 - AR aging reports
 - Customer balance and transaction reports
 - Audit trail and transaction history
- v. Cash and Bank Management**
- Bank account setup
 - Bank reconciliation framework
 - Cash balance tracking
 - EFT configuration if needed
 - Monthly reconciliation:
 - County bank balance vs ERP book balance
 - Outstanding Ledger
- vi. Fixed Asset / Inventory Tracking**
- Item master setup
 - Item groups and categories
 - Inventory dimensions
-

- Standard inventory transactions
- Asset category and attribute setup
- Inventory entry templates
- Asset lifecycle tracking if needed

Inventory is used to represent fiduciary client assets, not traditional County-owned inventory.

Scope #3.1 Financial Management Configuration (Custom Functionalities)

i. Pano to ERP Case Information Sync (Custom)

- One-way synchronization of approved case master data from Pano to ERP via Dataverse

Custom Activities Included:

- Data mapping and transformation design
- Validation and error-handling logic
- Integration development and testing
- Monitoring and support setup

ii. Fiduciary Asset & Inventory Enhancements (Custom)

- Representation of non-transactional bank accounts as inventory balances
- Estate-specific attributes like:
 - Appraised value
 - Auction value
 - Estimated value
 - Costs of sale
 - Market value
 - Unrealized vs. realized gain capturing
 - Market value change tracking

iii. AP & AR (Custom)

- Adding court accounting specific attributes for information capture at Customer, Vendor & Bank Masters

iv. Others

- Client information needed for financial Management configuration: Client demographics; current address and phone numbers; case information/notes; appointment history, probate authorities, financial events; LPS authorities, First I&A due date/Final I&A; Accounting Due date and Complete date; Court Hearing remarks and public benefits information.
- Ability to upload documents such as letters of conservatorship, letters of authority, A/P documents; Trust documents; Tax documents; Copies of checks and invoices, etc.

Scope #4 - Financial Reporting set up (Standard Functionalities)

Reporting modules to generate mandated fiduciary reports in adherence with compliance standards. Configure and set up the below reporting:

Administrative reporting, fiduciary finance reporting, accounts payables reporting, accounts receivable reporting, inventory reporting, tax reporting, and Power BI integration.

Standard Capabilities included

- Standard out of box reports for General Ledger, AP, AR, inventory and Tax areas
- Out of box embedded reports

Scope #4 - Financial Reporting set up (Custom Functionalities)

Court Accounting Reports – GC-400

- GC-400 Summary of Account Custom Reports Delivered:
- Schedule A – Receipts
- Schedule B – Gains on Sales
- Schedule C – Disbursements
- Schedule D – Distributions
- Schedule E – Non-cash assets at beginning of period
- Schedule G – Liabilities

Scope #5 – Integration (Standard Functionalities)

Integrate Dynamics 365 Finance with other Microsoft applications, such as Microsoft Dataverse, Power Apps, Power BI and other third-party applications.

Ensure data synchronization between finance and other modules.

Standard Capabilities included

- Synchronization between General Ledger, AP, AR, Cash & Bank, and Inventory modules (Standard)
- Out of box connectors for Dataverse, Power Apps, and Power BI integration.

Scope #5 – Integration (Custom Functionalities)

Set up payment gateway integration for accounts payable and receivable.

Check File generation and Sync (File based)

- File is sent to the physical check printing system
- Returned file confirms check number/payment

Scope #6 - Data Migration (Standard Functionalities only)

- *Plan and execute data migration from legacy systems to Dynamics 365.*
- *Cleanse and validate historical data for accurate migration.*
- *Migrate data for accounts, customer/Contractor records, open transactions, fixed assets, etc.*
- *Specifics: Assist in setting up continuous daily data migration from its existing accounting application through a Microsoft SQL connector to migrate transactional data.*

Standard Capabilities included

- Data migration strategy and planning
- Migration of master data
- Migration of opening balances and open documents to establish an accurate go-live starting point

Scope #7 – Customization and Development (Embedded in other scopes)

Scope #8 – Quality Assurance and Testing (Standard Functionalities only)

- Perform unit testing of individual features. Incorporate beta testing for select users prior to a broad rollout.
- Conduct integration testing to ensure systems work together seamlessly.
- Run user acceptance testing (UAT) with key stakeholders to verify that the system meets business requirements. Perform stress tests on the system to ensure stability under expected loads.
- Identify and resolve any bugs or issues during testing.
- Specifics: At the end of the project, a fully developed Dynamics 365 Finance system will be ready to be tested, and ADS will be able to cut over to Dynamics 365 Finance and Dataverse to accomplish all their Public Guardian and Public Administrator financial accounting and inventory management needs.

Standard Capabilities included

- Unit and integration testing for standard scope
- Support for User Acceptance Testing

Task Area	OnActuate Responsibilities / Deliverables	Outcome / Acceptance Criteria
Unit Testing - Configuration & Development Validation	Validate configurations, extensions, and integrations through scenario-based execution, peer review, and functional walkthroughs as development is completed. Formal unit test scripts are not produced. Validation results and issues are captured and managed through a centralized issue tracker.	All configured and developed components validated; no unresolved critical defects.
Show-and-Tell Sessions for Custom Areas (Beta Validation)	Conduct structured show-and-tell sessions with ADS stakeholders for all custom configurations, extensions, and non-standard functionality. Sessions demonstrate completed functionality, confirm business alignment, and capture early feedback prior to UAT.	Custom functionality demonstrated and reviewed; feedback captured and addressed prior to UAT.
Day-in-the-Life (DITL) Validation	Execute day-in-the-life validation scenarios that simulate expected daily and peak operational usage. DITL validation confirms end-to-end business process execution, user concurrency,	DITL scenarios successfully completed; system

	and system stability rather than formal performance or stress testing.	supports expected operational usage.
Integration Validation	Validate end-to-end data flows between Dynamics 365 Finance and scoped integrations using scenario-based testing.	Successful completion of integration validation; no unresolved high-severity integration issues.
User Acceptance Testing (UAT)	Facilitate UAT with ADS key stakeholders. OnActuate prepares UAT scenarios and scripts, supports County users during execution, and manages defect triage and resolution. All UAT issues are tracked through closure in the issue tracker.	UAT sign-off by County Project Manager confirming functional readiness for Go-Live.
Defect Management & Resolution	Track, prioritize, resolve, and re-test all issues identified during validation, show-and-tell sessions, DITL, integration testing, and UAT using a County-approved issue tracker.	All critical and high-priority defects resolved and closed prior to Go-Live.
Microsoft Go-Live Readiness & Final Readiness Review (Including CAR)	Complete Microsoft Go-Live readiness activities in accordance with Microsoft Learn and FastTrack guidance, including Code Analysis Review (CAR), environment validation, security checks, and confirmation that all implemented functionality uses supported, upgrade-safe Dynamics 365 Finance and Dataverse features. Conduct a final readiness review prior to production cutover.	Microsoft Go-Live readiness checklist (including CAR) completed with no blocking issues; County approval confirming readiness for production cutover.

Scope #9 – Training and Documentation (Standard Services only)

9.2 Key User Training (Finance & Accounting Teams)

Vendor shall provide instructor-led training for Finance, Accounting, and fiduciary key users covering:

- General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Cash & Bank
- End-to-end financial processes
- Exception handling and best practices.
- Task recordings will follow the County-approved processes

Delivery:

- 4–5 sessions (2–3 hours each)
- Sandbox-based practice
- 2–3 follow-up Q&A sessions
- Session recordings and task recordings provided

Outcome:

Key users shall be capable of executing end-to-end financial processes and supporting UAT and end-user training.

9.3 End User Training (County-Led with Vendor Support)

Vendor shall enable County key users to deliver role-based end-user training by providing:

- Training materials
- Delivery guidance
- Participation in selected Q&A sessions

Delivery (County-led):

- 6–7 role-based sessions (1–2 hours each)
- Supported Q&A sessions as required

Outcome:

End users trained in system navigation, transaction processing, reporting, and operational workflows.

9.4 System Administration Training

Vendor shall provide training for IT and system administrators covering:

- System configuration overview
- Security roles and user management
- Environment and release management concepts
- Microsoft update cycles
- Basic troubleshooting

Delivery:

- 1–2 focused sessions
- Optional follow-up working sessions

Outcome:

IT staff capable of supporting and maintaining system operations.

9.5 Training Materials and Documentation

Vendor shall develop and deliver:



- Task recorder-based process documentation
- Session recordings
- Provide links to the standard Microsoft Documentation (Microsoft Learn are supplemental only to provided Task Recorders or any custom content delivered as agreed to).

Materials shall be reviewed and approved by the County.

9.6 Training Repository

Vendor shall provide a centralized repository containing:

- Training materials
- Task recordings
- Session recordings
- Reference documentation
- Include both Microsoft links and provide Task Recorders or any custom content delivered as agreed to.

Repository shall be finalized prior to go-live and confirmed complete by the County.

9.7 Training Acceptance Criteria

Training shall be considered complete upon:

- Completion of all planned training sessions
 - County is responsible for attendance. Vendor will provide tracking, reporting and scheduling flexibility.
 - Completion of end-to-end scenario training
 - County sign-off confirming readiness of users and materials
-

- Key user training for all scoped processes
- Standard user guides using task recordings

Task Area	OnActuate Responsibilities / Deliverables	Training Structure (Sessions, Mode, Follow-Ups)	Outcome / Acceptance
Finance & Accounting Team Training (Key Users)	Instructor-led training for ADS finance, accounting, and fiduciary key users covering Dynamics 365 Finance modules (GL, AP, AR, Fixed Assets, Cash & Bank), including exception handling and best practices.	4–5 instructor-led sessions, 2–3 hours each, 2–3 planned follow-up Q&A sessions after independent sandbox practice. Task recordings and session recordings provided.	Key users trained and able to execute end-to-end financial processes and support UAT.
End-User Training (County-Led, OnActuate-Supported)	Enable County key users to deliver role-based training for general ADS staff. Provide training materials and guidance. Participate in selected Q&A and feedback sessions.	6–7 role-based sessions, 1–2 hours each, led by County SMEs after UAT. Follow-up/Q&A sessions assumed at a similar volume based on user needs. OnActuate supports Q&A sessions.	End users trained on navigation, data entry, reporting, and operational workflows.
Training Materials & User Guides	Develop County-specific user manuals aligned to approved workflows using Task Recorder.	Materials developed alongside training. Task recordings and session recordings reused across Key User and End User training.	Training materials reviewed and accepted by the County.
System Administration & IT Staff Training	Focused training for County IT and system administrators covering configuration overview, security roles, environment	1–2 focused sessions, Optional follow-up working sessions for questions.	IT and administrative staff are trained to support and maintain the system.

	management, Microsoft update cycles, and basic troubleshooting.		
Training Documentation Repository	Provide a centralized digital repository containing all training materials, task recordings, session recordings, and reference documentation.	Repository updated throughout training and finalized prior to go-live.	County confirms repository completeness and accessibility.

Scope #10 – Go-Live Support (Standard Services only)

- Provide support during the transition to live operations.
- Address any issues that arise during go-live.
- Ensure smooth operation of the system post-implementation. Post-Implementation Support Planning: Establish post-go-live support including a hypercare phase for immediate issue resolution.
- Provide a hypercare phase to monitor system performance and fix any emerging issues.

Standard Services included

- Go-live readiness and cutover support
- Initial hyper care period (2 weeks)

Task Area	Vendor Responsibilities / Deliverables	Measurable Outcome / Acceptance Criteria	Timeline / Completion Target
Go-Live Preparation	Collaborate with County project team to finalize go-live readiness checklist, confirm data migration validation, and ensure all configurations and user access are in place.	Go-live checklist approved by County Project Manager; all pre-go-live testing successfully completed.	Prior to Go-Live date.

Go-Live Support	Provide onsite and/or remote technical and functional support during the system cutover to Dynamics 365 Finance and Dataverse.	Go-live completed with no critical defects; County confirms operational continuity.	During Go-Live week.
Issue Resolution During Transition	Monitor and address technical and functional issues identified during the go-live period; provide daily status updates to County Project Manager.	All high-priority issues resolved or mitigated; daily logs submitted and reviewed by County.	First 2 weeks following Go-Live.
Hypercare Support Phase	Deliver a structured “hypercare” phase immediately post-go-live to provide enhanced monitoring, troubleshooting, and user assistance.	System performance stabilized; helpdesk metrics and issue-resolution reports approved by County.	15 –60 days post-Go-Live.
Post-Implementation Support Planning	Develop and document a post-implementation support plan, including escalation paths, response time SLAs, and transition to standard support. Only applicable with OnActuate’s Managed Support services (MSS)	Post-implementation support plan approved by County; roles and responsibilities clearly defined.	Within 15 days after completion of hypercare.
Knowledge Transfer and Handover	Conduct knowledge transfer sessions to County IT and functional teams to ensure continued operational support after project closure.	Knowledge transfer session completed; County acknowledges readiness to manage system internally or with ongoing vendor support.	Prior to project closeout.

Exhibit B

Implementation Service Cost

The service cost provided in this exhibit is for the scope of work included in Exhibit A.

Milestone based:

112000	Milestone Name	Project Phase(s)	Deliverables Required for Payment	County Acceptance / Sign-off	% of Contract Value (Fixed Fee)	Amount (USD)
M1	Project Planning & Kickoff Completion	Planning	Project Plan Project Kick-off Presentation	County approval of Project Plan and acknowledgement of Kick-off	15%	\$ 56,922.00
M2	Analysis Phase Completion	Analysis	Requirements Traceability Matrix (RTM) Fit-Gap Document	County sign-off on RTM and Fit-Gap	20%	\$ 75,896.00
M3	Standard Configuration Completion	Configure	Configured Dynamics 365 Finance Modules (standard configuration only) Show and Tell sessions	County approval confirming standard configuration readiness	20%	\$ 75,896.00
M4	Key User Training Completion	Training & UAT	Training Agenda Task Recorder Recordings Completion of Key User Training	County confirmation of Key User training completion	15%	\$ 56,922.00
M5	User Acceptance Testing (UAT) Completion	Training & UAT	UAT execution completed UAT Sign-off	Formal UAT sign-off by County	20%	\$ 75,896.00
M6	Go-Live & Post Go-Live Support Completion	Deployment, Go-Live & Support	Final Cutover Plan Go-Live Checklist (including Microsoft Go-Live readiness) Solution in Production	County confirmation of successful Go-Live and system acceptance	10%	\$ 37,948.00

			System Acceptance Document Completion of two (2) weeks Post Go-Live Support			
						\$ 379,480.00

Scope based (Full Budget):

Scope	Effort (Hours)	Unit Cost	Amount as per Plan	Explanation	Type
Scope #1 - Project Planning & Management Scope #2 - System Requirements & Assessment	Fixed Fee	Fixed Fee	\$ 91,840	Includes Planning & Analysis along with Project Management effort	Fixed
Scope #3.1 Standard Configurations Scope #5 - Integration (out of the box) Scope #6 - Data Migration	Fixed Fee	Fixed Fee	\$ 108,060	Standard Configurations for GL, AP, AR, FA/Inventory, Cash& Bank, Data Migration, Standard reporting (Listed in Scope document)	Fixed
Scope #3.1,#4, #5, - Customization & Development	640	Standard Rate: \$205 Discounted Rate: \$175	\$ 112,000	Custom Scope not met by standard (Listed in Scope Document)	T&M
Scope# 8 - Quality Assurance & Testing	Fixed Fee	Fixed Fee	\$ 111,520	Includes Functional testing for D365 F&SC modules, UAT & Golden Environment preparation, UAT workshops, performance testing, and updating golden environment.	Fixed
Scope# 9 - Training & Documentation	Fixed Fee	Fixed Fee	\$ 40,180	Includes core team training & end user Training support	Fixed

Scope# 10 – Go-live Support	Fixed Fee	Fixed Fee	\$ 27,880	Includes Deployment & cutover, Go-live and PGLS activities	Fixed
Others			\$ 58,520	Contingency / Reserve	Fixed
Client Support and Warranty			\$ 71,000	Warranty and support	Fixed
Total			\$ 621,000		

Customization Items Cost

Custom Areas	Effort	Cost
3.1 Pano to ERP Case Information Sync (Custom)	200	\$ 35,000
5. Check File generation and Sync (File based)	80	\$ 14,000
3.1 Fiduciary Asset & Inventory Enhancements (Custom)	120	\$ 21,000
3.1 AP & AR (Custom fields, entities)	60	\$ 10,500
	640	\$ 112,000

Warranty and Support

Support Service	Cost
Extended Warranty (150 days)	\$ 30,000
Client Support (1 year after extended warranty expires at 150 th day) (200 Hrs)	\$ 41,000

Payment Terms & Assumptions

- For ninety (90) days from the Acceptance Date, Services and Deliverables will function, without material defect or error, in accordance with the functions specified or described in the applicable Statements of Work or Task Orders. Changes to existing functionality/setup, additional functionality, extra services such as training, and issues determined to be Microsoft’s responsibility and Microsoft Dynamics product related issue are excluded from the warranty. At the County’s option, the Warranty may be extended for an additional fee as described in Exhibit B, with the option to be executed no later than the system’s Go Live date.
- License cost is not included as the County has already purchased the required

Dynamics 365 user licenses/ subscriptions on GCC. It is expected that D365 licenses and the Azure Government tenant are properly deployed before project kickoff.

- To ensure cost-effectiveness, contractor will be executing the project implementation remotely with their Delivery Lead, Project Manager and Functional Team based out of North America and technical resources from their offshore team in India. Should the County require US-based resources, Contractor will adjust their proposed team accordingly. This may impact their overall cost proposal.
- The implementation service cost provided in this exhibit is for the scope of work included in Exhibit

A. Any requirements beyond the agreed scope will be handled through the Change Request (CR) process and will be billed 50% after Design Sign-off and balance after UAT sign-off. This does not apply to spending down funds from the contingency allowance within this contract. For the use of contingency funds, prior approval is required from ADS but no formal CR process needs to be followed.

- The ongoing support cost provided in this exhibit is for reference and is subject to change should the hours of support required by the County change. Support is provided on an hourly basis, and contractor shall invoice County the following month for hours incurred in the previous month.
- Contractor's hourly rates are valid for one year from the date of contract signing. The hourly charges are - USD 205.00 for North America resources and USD 175.00 for offshore resources. Future rates will be agreed upon by the County and OnActuate.
- All prices listed are exclusive of taxes, which will be added as applicable during invoicing.

Contractor shall be paid upon completion of each milestone upon approval and sign-off from Aging and Disability Services (ADS). Customized items shall be paid upon completion and sign-off from ADS as well. T&M Sections of the scope will be billed monthly upon submission of the timesheets. Contractor must obtain prior approval from ADS if projected hours for T&M work are planned to exceed their initial estimates before submission of timesheets

Exhibit D
Other Terms and Conditions

1 CONSULTING SERVICES

- 1.1 Performance of Consulting Services. Contractor will perform Consulting Services as specified in Statements of Work or Task Orders agreed to from time to time between the parties. Contractor and the County will cooperate in good faith to produce Statements of Work or Task Orders that accurately define the material requirements of any Consulting Services to be performed. Contractor will consult with the County and throughout the performance of the Consulting Services and will advise the County of any event or circumstance that may substantially affect the scope or timing of the Consulting Services.
- 1.2 Change Requests. The County may, from time to time submit Change Requests to Contractor. Contractor will promptly review each Change Request and provide the County with an estimate of the additional time and fees required to perform the services described in a Change Request (or an estimate of the time and materials fees required to assess whether it is commercially and technically feasible to perform such services). In addition, Contractor will promptly inform the County in writing, in the form of a Change Request, when it determines that any services that the County has requested Contractor to perform are Out of Scope.

During the course of this Contract, if CONTRACTOR determines or could reasonably determine any COUNTY actions or directions constitute a requirement to perform additional work, CONTRACTOR shall notify COUNTY within thirty (30) calendar days that COUNTY has requested CONTRACTOR to perform additional work in the form of a change request utilizing the process above. CONTRACTOR understands that it waives the right to request additional time and reimbursable costs if CONTRACTOR fails to notify COUNTY within thirty (30) calendar days of determining or reasonably being able to determine that any COUNTY actions or directions constitute a requirement to perform additional work under this Contract.

- 1.3 The County may have IT dependencies and resource constraints from time to time due to unforeseen impediments. The project manager to notify the Contractor as soon as possible. Contractor will prioritize and adjust milestones and schedule with the County Project Manager.
- 1.4 Contractor Consulting Services Terms. Unless agreed in a Statement of Work or Task Order or otherwise agreed to in writing by the parties, Contractor will perform all Consulting Services as per the agree upon scope on a fixed fee basis. Any services beyond the agreed scope would be addressed on a time and materials basis in accordance with Contractor's then-current standard Consulting Services terms, including rates. Contractor reserves the right to change its standard Consulting Services terms at any time; provided, that any such change will be effective only upon thirty (30) days' prior written notice to the County and

will apply only to any new or additional Consulting Services requested by the County after Contractor gives the County such notice.

- 1.5 County Information and Inputs. Contractor will advise the County of all information, documents, resources, facilities, and other particulars reasonably required to enable Contractor to provide Consulting Services in accordance with the Agreement and the applicable Statements of Work.

2 COUNTY RESPONSIBILITIES

County Resources. The County will: (a) provide qualified personnel who are capable of performing its respective COUNTY's duties and tasks as set forth in the applicable Statements of Work or Task Orders; (b) provide Contractor employees and contractors with access to the COUNTY's facilities, computer systems and communications equipment during the COUNTY's normal business hours and as otherwise reasonably required by Contractor to perform the Consulting Services in a timely manner; (c) provide Contractor employees and contractors who perform Consulting Services at the COUNTY's facilities with such working space and office support as Contractor may reasonably request; (d) conduct test and acceptance procedures as specified in this Agreement or otherwise agreed by the parties in respect of any Services or Deliverables; and (e) perform such other duties and tasks as may be reasonably required to enable Contractor to perform the Services.

2.1 PERSONNEL QUALIFICATIONS AND BACKGROUND REQUIREMENTS

- 2.2 CONTRACTOR shall ensure that all personnel assigned to perform work under this Contract possess the appropriate professional qualifications, certifications, and experience necessary to perform the required Services. COUNTY reserves the right to verify such qualifications at any time.
- 2.3 2.3 CONTRACTOR shall conduct background checks, including but not limited to criminal history and employment verification, for all personnel who will have access to COUNTY facilities, systems, or data. CONTRACTOR shall certify that no personnel with disqualifying offenses under applicable laws or COUNTY policies are assigned to this project, and shall provide evidence of completed background checks upon COUNTY's request.
- 2.4 COUNTY will designate a Project Manager to serve as the primary project manager for this Contract. If, during the course of this Contract, it becomes necessary for COUNTY to change the person assigned as COUNTY's Project Manager, COUNTY will notify CONTRACTOR in writing, pursuant to Notice section of this Contract.
- 2.5 Unless COUNTY otherwise notifies CONTRACTOR, COUNTY's Project Manager shall carry out COUNTY's administrative and management functions under this Contract, shall be responsible for acceptance of the Contract deliverables, and shall provide support and overall direction to CONTRACTOR.
- 2.6 CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as County in this Contract including any mutually agreed upon Scope of Work.
- 2.7 CONTRACTOR agrees and understands that COUNTY's execution of this Contract is predicated, in part and among other considerations, on the utilization of the specific individuals and personnel qualifications as identified; primary being name of appropriate

personnel, if applicable, Therefore, CONTRACTOR agrees that:

- Prior to assignment of personnel, CONTRACTOR shall obtain written approval from COUNTY for all personnel to be assigned to this project
- The personnel assigned must have the knowledge necessary to complete requirements as defined in this Contract.
- CONTRACTOR shall warrant that all personnel assigned to perform tasks in response to this Contract will remain assigned for the agreed-upon length of time.
- No replacement, reassignment or substitution of any assigned individuals and personnel qualifications shall be made without the prior written approval of COUNTY and that such replacement, reassignment or substitution shall be made at no additional cost to COUNTY.
- Any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed, and that COUNTY's approval of a substitution is not construed as an acceptance of the substitution's performance potential. COUNTY agrees that an approval of a substitution will not be unreasonably withheld.
- CONTRACTOR shall ensure continuity of services. In the event of turnover, resignation, illness, removal, or reassignment of any CONTRACTOR personnel, CONTRACTOR shall:
 - a) Notify COUNTY in writing within five (5) business days;
 - b) Provide a qualified interim replacement acceptable to COUNTY within ten (10) business days; and
 - c) Ensure complete transition of all duties, documentation, and knowledge to the replacement personnel at no additional cost to COUNTY.

COUNTY reserves the right to require departing personnel to participate in transition activities to ensure continuity of operations.

2.8 Upon request by COUNTY, CONTRACTOR shall replace any CONTRACTOR personnel that COUNTY determines, in its sole discretion, to be unable to perform the responsibilities of this Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

- CONTRACTOR personnel shall comply with all COUNTY workplace rules, policies, and security requirements while on COUNTY premises or accessing COUNTY systems. CONTRACTOR shall ensure that all personnel conduct themselves in a professional and courteous manner.
- CONTRACTOR shall provide adequate supervision, management oversight, and training for all assigned personnel to ensure quality performance and compliance with all Contract requirements. COUNTY shall not be responsible for supervising CONTRACTOR personnel.

- CONTRACTOR shall ensure that all personnel with access to COUNTY data or confidential information sign a confidentiality and non-disclosure agreement consistent with COUNTY requirements before commencing work. CONTRACTOR shall be responsible for any breach of confidentiality by its personnel or subcontractors.
- CONTRACTOR shall not utilize subcontractor personnel to perform work under this Contract without COUNTY's prior written approval. CONTRACTOR shall remain fully responsible for the acts, omissions, and performance of all subcontractor personnel as if they were employees of CONTRACTOR.
- CONTRACTOR shall ensure that all assigned personnel comply with applicable federal, state, and local conflict-of-interest laws and COUNTY policies, and shall immediately disclose any potential or actual conflicts of interest to COUNTY in writing

Exhibit D
Other Terms and Conditions

- 2.9 County Materials. The County will make available to Contractor data, information and any other materials as may be reasonably required by Contractor to perform the Services, including, but not limited to, data, information or materials specifically identified in the applicable Statements of Work or Task Orders (collectively, "**COUNTY Materials**"). The County will be responsible for ensuring that all such COUNTY Materials are accurate, complete, and sufficient for Contractor to rely upon for the purpose of performing Services.
- 2.10 County Site and Security. The County will be responsible for its hardware and network infrastructure set-up and required maintenance, support, and security systems including the implementation, maintenance and update of anti-virus protection and other security procedures related to data backup, storage, Internet and network connectivity, cabling, power supply and physical environment control.
- 2.11 Contractor Notification. The County will promptly notify Contractor if the County becomes aware of any matter that may change the scope or timing of the Consulting Services and, in connection therewith, will submit all Change Requests in a timely manner and in accordance with procedures set forth in the applicable Statements of Work or Task Orders.

3 WARRANTIES

- 3.1 Warranties for Services. Contractor warrants to the County that:
- 3.1.1 It is authorized to provide and to perform Services;
 - 3.1.2 All Services will be performed exercising proper care and diligence by suitably qualified, trained, and experienced personnel in accordance with generally accepted industry standards for the performance of such Services;

Exhibit D
Other Terms and Conditions

- 3.1.3 for ninety (90) days from the Acceptance Date, Services and Deliverables will function, without material defect or error, in accordance with the functions specified or described in the applicable Statements of Work or Task Orders;
 - 3.1.4 The Warranty for Services may be extended in some cases, such as End of the Year Reports, since such extensions are mentioned in the applicable Statements of Work or Task Orders.
 - 3.1.5 when performing Services at the County's site, Contractor employees and contractors will comply with any occupational health and safety policy requirements, and any other workplace security policies of which Contractor has been notified by the County in writing.
- 3.2 **Disclaimers.** Contractor makes no warranty under this Agreement with respect to any Third-Party Licensed Software that Contractor supplies to the County under this Agreement. The warranty (if any) with respect to any other Third-Party Licensed Software that Contractor supplies to the County hereunder will be only as set forth in the applicable licensor's then-current terms and conditions. The County acknowledges and agrees that Contractor will have no liability under this Agreement or otherwise with respect to any claims for damages or loss that the County may have resulting from the County's use of the Microsoft Dynamics™ Software or any other Third-Party Licensed Software. THE EXPRESS WARRANTIES IN SECTIONS 3.1 ARE IN LIEU OF, AND Contractor DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 3.3 **County Warranties.** The County warrants to Contractor that it has and, for the time that Contractor is performing any Services hereunder will maintain, all ownership or license rights in any software (including third party software), information processing equipment and operating systems that are required for Contractor to perform such Services without infringing, misappropriating violating the rights of any third party.

4 DELIVERABLE ACCEPTANCE, ACCEPTANCE TESTING, FINAL ACCEPTANCE AND PRODUCT CONFORMITY

- 4.1 **Deliverable Acceptance.**
 - 4.1.1 Upon completion of a deliverable, CONTRACTOR will furnish COUNTY with the deliverable and associated documentation, the expected performance, and agreed upon Acceptance Criteria.
 - 4.1.2 Upon completion of all necessary functionality and user testing and receipt of items, COUNTY will have 5 working days or a different period of time as is agreed to by the parties, in which to accept or reject each item in writing. If COUNTY rejects it,

COUNTY will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the deliverables to be acceptable to COUNTY within the following 5 working days. If COUNTY rejects it a second time, COUNTY will have the option of repeating the procedure as described in this acceptance statement above, escalating the issue to management, or terminating this Contract upon written notice to CONTRACTOR.

- 4.2 Acceptance Testing Process. The parties will set forth in the applicable Statements of Work or Task Orders, or otherwise will agree to in writing, details of the acceptance testing requirements, conditions, procedures, and acceptance criteria for any Services and Deliverables for which the County will conduct acceptance testing hereunder. The County is responsible for ensuring the conduct and completion of such acceptance testing. All acceptance testing will be performed using adequate test data supplied by the County and in accordance with the applicable Statements of Work or Task Orders.

Exhibit D
Other Terms and Conditions

5 COMPLETION Upon delivery or completion thereof by Contractor, the County will conduct acceptance testing of the Services and Deliverables to determine whether they meet the acceptance criteria. The period during which the County may conduct such acceptance testing will be as set forth in the applicable Statements of Work or Task Orders (the “**Acceptance Testing Period**”). Prior to the expiration of the Acceptance Testing Period, the County will provide Contractor with a written acceptance of the Services and Deliverables or a written Statement of errors describing all errors in sufficient detail to enable Contractor to reperform such errors (a “**Statement of Errors**”). If the County provides Contractor with a Statement of Errors, then Contractor will re-perform and/or correct the Services or Deliverables, as the case may be, within the time period specified in the applicable Statements of Work or Task Orders or as may be otherwise agreed in writing by the parties, and the County will have a reasonable period to conduct acceptance testing, but only with respect to those errors so described in the Statement of Errors. The foregoing procedure will be repeated until the County has provided Contractor with written acceptance of all Services and Deliverables. If the County does not provide Contractor with written acceptance of the Services or Deliverables or a Statement of Errors prior to the expiration of the Acceptance Testing Period, then the Services and Deliverables will be deemed accepted by the County and Contractor may submit its invoice and receive payments due in accordance with agreed payment terms for the applicable Services and Deliverables. The System will be deemed accepted in its entirety by the County when the County has provided Contractor with written acceptance of all Services and Deliverables or the Services and Deliverables are deemed accepted by the County (such date, the “**Completion Date**”). Acceptance testing will not be applicable for task order/sow unless explicitly stated in the Task Order/SOW.

6 DISENTANGLEMENT

Contractor County cooperate with County and County’s other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor County cooperate with County’s efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County’s activities; provided, however, that County shall pay Contractor on a

time and materials basis, at the then- applicable rates, for all additional services performed in connection with such cooperation. Contractor County deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor County destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery County be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor County mutually agree the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then applicable rates, and receive from Contractor all services reasonably necessary to effectuate an orderly transition to such new system or software solution ("Transition Services. In addition to the foregoing, upon any expiration or lapse of this Agreement, County shall have the right to extend the Transition Period beyond the twelve (12) month period at its option and request, in which case the Transition Period County continue in effect on a month to month basis, during which time County shall continue to receive from Contractor all Transition Services at the then-applicable rates provided, however, that the annual support and maintenance fee County be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee County remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

7 RIGHTS TO DATA:

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data County remain the exclusive property of the COUNTY, and CONTRACTOR has a limited, non-exclusive license to access and use the Data as provided to CONTRACTOR solely for performing its obligations under the Contract. Nothing herein County be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by CONTRACTOR or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

COUNTY shall have the ability to export data in partial or in entirety at its discretion without interference from the CONTRACTOR. This includes the ability for the COUNTY to export data to other service providers.

8 DATA BREACH:

- 8.1 Upon discovery or reasonable belief of any Data Breach, CONTRACTOR shall provide notice, by phone and through electronic mail, to COUNTY. CONTRACTOR shall provide such notification within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after CONTRACTOR reasonably believes there has been such a Data Breach. To the extent known at the time of notification, CONTRACTOR's notice County include:
- 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What CONTRACTOR has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action CONTRACTOR has taken or will take to prevent future Data Breaches.
- 8.2 CONTRACTOR will provide daily updates, or more frequently if required by the COUNTY, regarding findings and actions performed by CONTRACTOR until the Data Breach has been effectively resolved to the COUNTY's satisfaction.
- 8.3 CONTRACTOR shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with SLA set above in this attachment. Failure to do so may result in the COUNTY exercising its options for assessing damages or other remedies under this Contract.
- 8.4 CONTRACTOR shall conduct an investigation of the Data Breach and County share the report of the investigation with the COUNTY. The COUNTY and/or its authorized agents County have the right to lead (if required by law) or participate in the investigation.
- 8.5 CONTRACTOR shall cooperate fully with the COUNTY, its agents and law enforcement.

Exhibit E

Service Level and Maintenance/Support

A. Support Services

1 Service Level Obligations

- 1.1 The Contractor undertakes to perform the Services identified in the “Support Services” section or the County in accordance with the terms of this Agreement and in accordance with the service levels and requirements identified in the “Service Levels” section.
- 1.2 The County shall permit the Contractor such access to the Solution as is reasonably required for the Contractor to comply with its obligations stated in this Agreement.
- 1.3 The County would not be doing any customization / backend data modification during the Support period.
- 1.4 If the Contractor fails to provide the Support Services in accordance with the applicable Service Levels, the Contractor shall, without prejudice to the County’s other rights and remedies:
 - i. Arrange all such additional resources as are necessary to perform the Support Services in accordance with the Service Levels as early as practicable thereafter and at no additional charge to the County.
 - ii. Support any effort by the County and its Subsidiaries to seek alternative source of support to cover the entire system.

2 Software Upgrades

- 2.1 Microsoft may regularly develop modifications and enhancements to the Solution to improve the functionality and usefulness and to respond to developments in the marketplace.
- 2.2 In connection, therewith, during the term of this Agreement, Contractor will make available to County at the request of County; patches, fixes, enhancements, updates, upgrades and new versions and releases of any aspect of the Solution that are generally available to the County (collectively, “Upgrades”), subject to a current Microsoft enhancement plan being in place.

3 What is a Support Call Incident

A Support Call Incident is defined as a system failure that has been identified by the customer and cannot be resolved by the customer’s in-house support operation. In such circumstances, an incident call is logged by the customer with the OnActuate Support Team and incident resolution is managed according to the following key steps:

- *Investigate incident*
- *Understand how to produce a work-around to get user/system back to an operational state*
- *Implement the work-around*
- *Understand what the final resolution to the incident should be*
- *If no system changes are required, then implement the solution*
- *If system changes are required, then this is subject to approval of change request Estimate.*

Exhibit E

Service Level and Maintenance/Support

4 Hours of Support

The services detailed in this Schedule are provided during the SST (Support Services Time - means the period between 9:00 AM to 6:00 PM PST on Monday to Friday inclusive but excluding Public Holidays). A help desk service is provided during these hours, with systems engineering and consultancy support available to resolve any system delivery or support problems that may arise.

The Contractor's help desk staff will endeavour to address all Faults that are identified during the SST period. In the events:

- a. that a Fault is identified and logged by the COUNTY outside the SST, the CONTRACTOR will notify the COUNTY at the beginning of the SST on the status of the Fault.
- b. that a Fault which has been logged with a priority code of Critical or High, is resolved outside of the SST and the COUNTY's named user(s) is not contactable, the CONTRACTOR will notify the COUNTY Project Manager at the beginning of the SST the resolution status of the Fault.
- c. that an outstanding logged call cannot be resolved within the SST, then resolution activities will cease and not resume until the next SST begins on the normal working day, the CONTRACTOR is under no obligation to provide support services to the COUNTY outside of SST).
- d. that an outstanding logged call with a priority code of Critical or High, cannot be resolved within the SST, then the CONTRACTOR will offer the COUNTY the option of working through to resolution, provided that the CONTRACTOR has the resources available to so do.
- e. that a fault takes more than 5 hours for analysis or resolution, the CONTRACTOR will notify the COUNTY before continuing the further work on the incident. Only after getting the approval from the COUNTY, CONTRACTOR will resume the work on the issue.
- f. that the incident logged relates to a base product fault, Contractor will log the incident with Microsoft or relevant 3rd Party vendor. If the incident logged is a Contractor software fault, Contractor will investigate and fix the problem giving that the problem was reported within the warranty period. If the software fault is outside of the warranty, the work that is necessary to fix the software fault will be chargeable.

5 Out of Hours Support

The Contractor will use reasonable endeavours to provide availability and/or managed service support outside the agreed or supported SST. However, assistance outside SST can only be provided if enough notice has been given to enable the Contractor to allocate the necessary resources.

In case of any Support beyond the normal Support Hours, the applicable rate would be 1.5 times of the normal Support Hour Rate.

6 Summary of Support Services

- a. Contractor will track ongoing support hours.

Exhibit E
Service Level and Maintenance/Support

- b. General how-to advice and Guidance.
- c. Support to Key Users
- d. New Change Requests
 - i. Report Writing
 - ii. Approved enhancements development and deployment
- e. Hot-Fix Merging
- f. Short User training
- g. Backups and restoration
- h. Team Viewer remote assistance

7 Support Exclusions

Contractor has a policy that should ensure that tasks that are likely to incur costs are approved by the County before commencing on a resolution. Contractor will advise the County well in advance if the incident is outside the scope of support services and will give a choice to County if it wants to proceed or cancel the request. Should the County wish to proceed with the request, Contractor will provide a task order for approval. Support services may be chargeable when faults arise from any of the points mentioned below.

Support may only be given to key users. It is not intended for supporting end-users and is designed as a 2nd level escalation support service to the County's nominated contact person(s), i.e. Key Users defined in COUNTY'S RESPONSIBILITIES. Support on third party software not sold by Contractor is not covered by Contractor support services and must be submitted to the 3rd Party directly.

Support services do not cover enterprise-wide training, large development, or version upgrades. These could be taken up based on separate Ad-hoc Task Orders.

Summary of Exclusions -

- a. Enterprise-wide User training
- b. Dedicated Onsite Support
- c. 3rd Party Software not implemented by Contractor
- d. Add-on Products not implemented by Contractor
- e. Support and guidance to staff not specified in Section C: COUNTY'S RESPONSIBILITIES
- f. Infrastructure changes (Hardware and Other Software)
- g. LAN/WAN networking, Desktop/laptops/ workstations/ Servers, Printers, Citrix/WTS, any Application, LAN/WAN/Application security installation and maintenance

Exhibit E
Service Level and Maintenance/Support

B. Support Service Levels

Help Desk Services

To notify any Support requests please send an e-mail to it.helpdesk@onactuate.com The Help Desk facility to the County is operational during SST defined hours. Help Desk staff is fully trained in help desk procedures.

Code	Priority Description	Example
P1	<p><u>Mission CRITICAL</u> Total failure of a system for a user group, which results in the complete disruption of the business process & no alternative bypass is available.</p>	<ul style="list-style-type: none"> • Business critical process interruption with major financial impact & there is no possibility to replace the functionality with the temporary bypass. • D365 not accessible to 1 (depends on the role) or more users • Month end / quarter end / year end closures stuck completely
P2	<p><u>HIGH</u> Total failure of a System for a user group, which causes serious disruption to the business process but for which contingency measures &/or bypass are possible. Incidents that would otherwise be considered severity level 1 but that have an acceptable alternative or bypass available will be designated a severity level 2.</p>	<ul style="list-style-type: none"> • Financial issues close to the month end with a close deadline. • Problem with Stock Reconciliation
P3	<p><u>MEDIUM</u> Non time critical function or procedure, unusable or hard to use & having an operational impact but with no direct impact on service availability.</p>	<ul style="list-style-type: none"> • Admin & User Mgmt tickets • Reporting related issues
P4	<p><u>LOW</u> “How-to” issues.</p>	<ul style="list-style-type: none"> • How to access D365 • User is not aware of how a specific process is working in D365.

Exhibit E
Service Level and Maintenance/Support

Code	Description	Acknowledgement	Target Resolution Time	Root Cause Analysis
P1	Mission Critical	30 minutes	4 – 5 Working Hours	Within 24 Hours
P2	High	60 Minutes	8 – 16 Working Hours	Within 48 Hours
P3	Medium	-	24 – 40 Working Hours	Within 5 Working Days
P4	Low	-	Best Effort	Within 7 Working Days

C. County’s Responsibilities

The County will ensure that any member of staff using the Software has received adequate training. If the County wishes to use aspects of the Software for which they haven’t been trained, and this result in excessive calls to the Help Desk, the Contractor will recommend an appropriate training course and reserves the right to refuse assistance if the training is not undertaken within a reasonable timeframe.

The County will ensure that only approved members of staff call for Support Services. A member of staff will be approved from the time that:

- the Contractor has been notified of the member’s name and has been given a statement of his or her relevant training and competence; and

The County will give reasonable co-operation to the Contractor to enable the Support Services to be provided economically and efficiently. Amongst other things, the County will provide:

- The reproducible steps for recreating issue
- Acceptance testing for the solution suggested by the Contractor
- UAT environment
- Production Environment
- Remote connectivity to their UAT Environment and Production Environment
- Allow downtime or system re-boots;
- Allow patches and modifications to be installed;
- Provide data and suitable personnel for testing patches and modifications;
- Promptly responds to the Contractor’s queries. If the response is not received within 5 days, the issue will be assumed to be resolved and the system will close the issue. However, if the issue is unresolved, the County can reopen the incident or create a new incident

Provided that the Contractor shall ensure that any downtime arising as a result of any of the above will be minimized as far as possible.

Exhibit E
Service Level and Maintenance/Support

The County will load any new objects sent to them by the Contractor into a test database and will test the functionality to ensure it meets the specified requirements. The County should follow the Contractor's instructions regarding the loading of these objects. If the objects pass the County's acceptance testing, they should inform the Contractor before loading the objects into the live database.

Exhibit E

Service Level and Maintenance/Support

8 Enhanced Escalation Process

Escalation Triggers

- Proactive Escalations:
 - Initiated by Contractor if a fault is foreseen to breach SLAs (Service Level Agreements) or third-party agreement standards.
 - Prompt notifications to stakeholders involved, outlining the issue, affected users, and steps being taken to resolve at the earliest.
- Assistance Requirement:
 - Flagged when customer input or resources are necessary to resolve the issue efficiently.
- Communication Failures:
 - Initiated if Contractor's Help Desk fails to establish contact with the customer during core business hours.
- Demanded Attention:
 - Triggered by specific customer request demanding special attention to a unique issue.

County-Initiated Escalations

- Service Level Challenges:
 - County triggers escalation when response time from Contractor is beyond agreed SLAs.
 - When County perceives that an issue is not receiving adequate attention or has not responded timely.

Contact Information

- Ensure both parties maintain up-to-date contact information, logged and accessible for all relevant parties.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Gurvinder Kaur

Name of Contractor(s):

OnActuate Consulting

Street Address or P.O. Box:

10900 NE 4th St Unit 2300

City, State, Zip Code:

Bellevue WA 98004

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Signed by:
Sharan Oberoi
C6B6C7B6B332468

Title of Authorized Official:

CEO & Managing Partner

Date:

6/2/2026

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."