

Agreement No. 59000-22-R**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INCAPSULATE, LLC**

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Incapsulate, LLC, a Delaware limited liability company, located at 1620 L Street NW, Suite 300D, Washington DC 20036, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with outside service providers 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 a new Records Management System for the County Environmental Health Services Division

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 S—Application Support
Attachment IP – Intellectual Property

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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one million three hundred thousand dollars (\$1,300,000). 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. All invoices must be approved by the Director of Environmental Health Services or his or her designee. Invoices must be sent to: EH_Invoices@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 12, 2022, through June 30, 2027, unless terminated earlier according to the terms of this Agreement. Upon the parties' mutual agreement and approval of the Board of Supervisors, if necessary, the Agreement may be extended for two (2) additional five-year periods provided that County gives Contractor written notice to extend no later than ninety (90) days before the end of the then current term.

5. Termination

This Agreement may be terminated by Contractor or by the County 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 also 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 of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an outside contracted service provider 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

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses,

and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. 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, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

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.

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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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. 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. 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.

d. 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.

e. 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.

f. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

g. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 facsimile to the telephone number listed below or 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:	Charles Ice, Deputy Director Fiscal
Address:	San Mateo County Environmental Health Services, 2000 Alameda de las Pulgas, Suite 100, San Mateo, CA 94403
Telephone:	(650) 399-6911
Facsimile:	(650) 627-8244
Email:	cice@smcgov.org

In the case of Contractor, to:

Name/Title: Ramana Bhamidipati, Controller
Address: Incapsulate, 1620 L Street, NW, 3rd Floor, Suite D, Washington DC 20036
Telephone: (888) 589-2571
Facsimile: (866) 890-4848
Email: finance@incapsulate.com

18. 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.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Disentanglement

Contractor shall 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 shall 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 shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

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.

* * *

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

For Contractor: **INCAPSULATE, LLC**

DocuSigned by: <i>Jonathan Light</i> 7604702704D94CC...	6/15/2022	Incapsulate, LLC
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:

1.0 Background

Incapsulate is excited to propose to implement the new EHS Records Management solution with a state-of-the-art product from Salesforce: Public Sector Solutions. With Public Sector Solutions (PSS), Salesforce reinvents the way the County engages with constituents by providing a unified 360-degree view of all licensing, permitting, inspection and enforcement interactions. From the initial application through issuance and renewals, information is readily available to the constituents and the County is able to leverage real-time collaboration tools to connect with their constituents in a new way to resolve issues and reduce time to issuance.

Salesforce has scaled the best practices directly into PSS workflow scripts, so customers don't have to develop/reinvent them. PSS includes Service Cloud and Salesforce Platform components, which rapidly accelerates time to value (as opposed to using Service Cloud or Salesforce Platform alone) as the product is pre-built specifically for license, permit, and inspections management. Public Sector Solutions includes a pre-configured, industry-specific data model and capabilities that provide a unified engagement platform that provides an end-to-end digital journey to strengthen relationships and build trust between the County and its constituents. Key benefits of Public Sector Solutions include:

- **Pre-Built Use Case Specific:** Data model and features support individual, business, asset-based, and geolocation-based licenses, permits, inspections and other authorization processes
- **Constituent Centric:** Built to provide Constituent 360 and provide engaging, digital-first experience for capturing interactions and service requests from your citizens, residents, businesses, or other stakeholders
- **Faster Time to Value & Reduced IT Development Cost:** Reduced upfront configuration/customization costs and faster value capture by leveraging Public Sector specific out-of-the-box functionality and processes
- **Innovation:** Public Sector specific new features and functionality delivered 3 times a year
- **Enterprise Solution:** Designed to flexibly scale from a single license/permit type to supporting all license/permit types on a single, enterprise solution

The Salesforce Public Sector Solutions for licensing, permitting, and inspections (LP&I) supports the County's broad range of licensing and permitting requirements but also provides business-friendly capabilities to extend/customize with clicks, not code (i.e., low code). Our solution enables regulatory agencies to focus on business priorities rather than spending valuable resources on managing infrastructure, software, and security. The Salesforce multi-tenant, cloud platform architecture enables us to leverage a common infrastructure and software code base across all of our customers who benefit from access to the most current release of the application, periodic upgrades, more rapid innovation, and the economies of scale with a shared infrastructure. Salesforce Solutions for LP&I supports the end-to-end licensing requirements from personalized self-service to issuance/renewal of a license or permit.

1.1 Scope of Services

San Mateo County Environmental Health Services ensures a safe and healthy environment in San Mateo County through education, regulation, permitting, licensing and monitoring approximately 23,089 active facilities. At a high level, the EHS areas of responsibility include (but are not limited to):

- Hazardous Materials Management - State delegated CUPA to oversee environmental regulations pertaining to hazardous waste generation and treatment, hazardous materials inventory reporting, underground storage of hazardous materials, aboveground storage of petroleum and overseeing the state's Accidental Release Prevention program in San Mateo County. San Mateo County CUPA also performs Tire and Storm Water inspections and conducts Plan Review for Underground Storage Tanks.
- Solid Waste - Responsible for ensuring the correct operation and closure of solid waste facilities on behalf of the state and guaranteeing the proper storage and transportation of solid wastes. This program also conducts Plan Review for new and modifications to existing facilities.
- Medical Waste - Responsible for enforcing regulatory requirements for medical waste generating facilities to ensure proper management and disposal of medical waste.
- Water Protection & Land Use - Responsible for protecting groundwater, surface water and the potable water supply by permitting and regulating appropriate construction and destruction of water wells, monitoring wells, and soil borings; the design, installation, and operation of onsite wastewater treatment systems (OWTS; septic systems); small drinking water source and distribution systems; cleanup (remediation) of soil and groundwater contaminated sites; beach water monitoring and postings for exceedance of bacteria objectives. This includes plan review (often integrated with building departments) for wells, OWTS, and small drinking water systems.
- Food - Inspecting and issuing permits (after plan review) to restaurants, bars, markets, bakeries, pushcarts, stadium food facilities, food trucks, and any other facility that serves food to the public to ensure adherence to healthy and safe food handling practices. Provides investigations for illegal food and beverage distribution, food borne illness outbreaks and joint investigations with partnering agencies (e.g., California Alcohol Beverage Control, Sheriff's office, etc.). Provides guidance to public and operators about safe food/beverage distribution and food recalls.
- Pool - Overseeing the operation and maintenance of swimming pools, spas, and water features (water parks) including plan check review, inspections, and responding to complaints.
- Housing - Responsible for conducting routine inspections to ensure that property owners are maintaining minimum levels of sanitation at Hotels, Motels, Organized Camps (e.g., Youth Camps), and Bed & Breakfasts. Also, the Local Enforcement Agency for Mobile Home Parks, Employee Housing, and Correctional Facilities. Organized Camps (e.g., Youth Camps)
- Household Hazardous Waste: Operates permanent and temporary collection facilities for household hazardous waste, and hazardous waste from very small quantity generator businesses in San Mateo County.
- Body Art Establishments: Responsible for ensuring a safe tattooing, body piercing, and permanent cosmetics practice; protecting both the practitioner and customer from infectious diseases by ensuring sanitary procedures, by enforcing state law and the San Mateo County ordinance. Conducts plan reviews, issues permit for body art establishments, provides registration of body art practitioners, and conducts regulatory inspections.
- Massage establishments: Responsible for ensuring a safer and lawful work environment for massage establishments and practitioners in unincorporated areas of San Mateo County in compliance with the County's ordinance. This is accomplished by conducting plan reviews, issuing permits, and conducting regulatory inspections.

- Pollution Prevention (P2): Provides outreach services for all Environmental Health Division programs and oversees programs that educate and motivate residents to protect their health and the environment. P2 utilizes strategic social marketing, education, and engagement to facilitate a variety of environmental and public health programs including but not limited to recycling of used oil, the Household Hazardous Waste facilities, and reducing the cigarette butts waste.
- Integration with County Okta application is in scope of this agreement.

The new EHRMS will integrate with the California Environmental Reporting System (CERS) to have the following capabilities:

- SMC EH wants to be able to customize which fields from the CERS' database will download into the Salesforce LPI solution, and of those fields selected, allow some to auto-populate/download, while others would populate/download once reviewed by Staff. Some data needs to be reviewed prior to accepting it, given historical errors in data received from CERS, some of which impact the business's local account, e.g., their fees.
- SMC EH wants to have an intermediate step or timed delay before inspection and enforcement data collected by staff is uploaded into CERS, allowing for a QA/QC process prior to transmission to CERS.
- SMCEH wants to have the ability to transmit updates to previously submitted inspection and enforcement data submitted to CERS. Much of the violation and enforcement data will have one or more updates as time passes, and CALEPA requires a record(s) associated with reported violations that document a return to compliance or progressive enforcement.
- SMC EH wants to be able to be the point of origination for a new account (in the Salesforce EHRMS), without a CERS ID, after which the required data would be uploaded into CERS, a CERS account would be created, and the business would subsequently be assigned a CERS ID. The CERS ID should subsequently auto-populate the associated field in Incapsulate.

Incapsulate will configure the Salesforce PSS to provide the key functionality the County is looking for the areas of responsibility listed above to include:

- EHS inspection staff will be able to capture and update inspection data electronically while in the field using a handheld device such as laptop or tablet, phones, etc. The Inspection solution runs on any browser supported by Salesforce and/or Axsys on any device that has an internet connection and the Axsys app allows for use when offline, and synching when back online. The inspectors will be able to add pictures, notes and related information forms as configured for each inspection type to meet each division's requirement.
- The PSS EHS Solution will be configured for the division's and each program's needs, changing State regulations, inspection program expansion and data collection/reporting needs as required, including forms. The County administrators will be trained on how to perform these updates as needed.

- The PSS Inspection forms are smart and dynamic, displaying/hiding/requiring fields based on a variety of set and variable criteria, such as facility type, applicable programs, and previous responses entered on the form
- The PSS Inspection mobile app will allow field staff to review historical and current data while in the field.
- The PSS will provide facility record keeping/tracing that tracks change of ownership of a facility, clearly differentiating the inspection/violation/ correspondence records of previous owners, without creating a new facility record. EHS staff can look at a list of inspections, violations, and correspondence records for each facility.
- The PSS Community Portal for online services is designed to let the County add and provide new additional online processes in the future as needed.
- The Salesforce PSS platform, the Accounting Seed app and the Chargent payment integration app will provide robust accounts receivable and accounts payable, online payment processing, annual and variably recurring and fiscal reporting and accounts and system-wide payment credit and invoice adjustment capabilities
- TEresources and government agencies with facility data in GIS mapping for use in licensing, permitting, inspections and service request processing and management.
- Salesforce Maps will be used to allow for validation of locations against the County ESRI GIS, rapid identification of location in the field, nearby facilities, and efficient traveling to several in a day with ability to adjust view on several parameters such as past due or upcoming inspections needed
- The PSS LP&I solution provides a robust ability to build workflows that allow internal processing from various programs as described in the Workflow Configuration section of 5.1 of this proposal.
- Salesforce is the industry leading cloud-based enterprise platform solution for record management of electronic records. The PSS LP&I solution includes multiple options to access existing EHS license, permit, inspection or complaint/service request records, as well as capture and store electronic inspections and other records needed for facility file record retention purposes.
- Salesforce can be configured for electronic data transfer with CA state systems, such as CalEPA's California Environmental Reporting System (CERS). Incapsulate wants the County to be aware that the California Environmental Protection Agency is a current Salesforce customer. CalEPA is actively exploring options with Salesforce for streamlining the capture and use of data from California County Unified Programs Agencies (CUPAs) to not only improve real-time data reporting and compliance management but improve the efficiency with which agencies like San Mateo County Environmental Health Services report data mandated by the State into the CalEPA CERS system. One of the key benefits of this would be to reduce or eliminate duplicate data entry on the part of the County.
- The PSS provides many options for visual tracking of progress:
 - Salesforce provides customizable Dashboards with dynamic data on all levels of the EHS authority as outlined in the Dashboards capability in section 5.1 of this proposal.
 - PSS allows for multiple views and overview lists to show project status review (the various plan review stages) both internally and by those who have submitted the plans for review
- Salesforce to be utilized as the EHS time tracking system as required.
- Incapsulate has a great deal of experience using Salesforce to implement and provide a social, collaborative Records Management platform for LP&I. All types of interactions with the County customers or constituents are provided by supporting online portals of the Salesforce PSS. The EHS online community portal will be the focal point for all constituency communication

management, tracking, and analytics including but not limited to emails, posts, notifications, etc. The PSS Online Portal will become the EHS Constituency go-to place online to view all information related to customer activity with the County to include:

- View inspection reports, news, public posts.
- Receive compliance and submission reminders.
- Links to apply or renew required licenses or permits.
- Submit compliance documentation.
- Public record requests.
- Public complaints.
- Office appointment requests.
- Provide account holders via user accounts accessible through portal, with ability to view past and present communications with department, as well as project status
- Bulk and single document upload & download (Submission) capabilities as defined by each program (e.g. Cross Connection, HMBP, etc.)
- Incapsulate will work with the County to determine the scope of current and historical data to be migrated to the new EHRMS solution.

2.0 Solution

Incapsulate is proposing the new Records Management System which is built on the Salesforce cloud platform. Public Sector Solutions is built on the Salesforce Customer 360 Platform. The list below represents features that are included as a part of Public Sector Solutions:

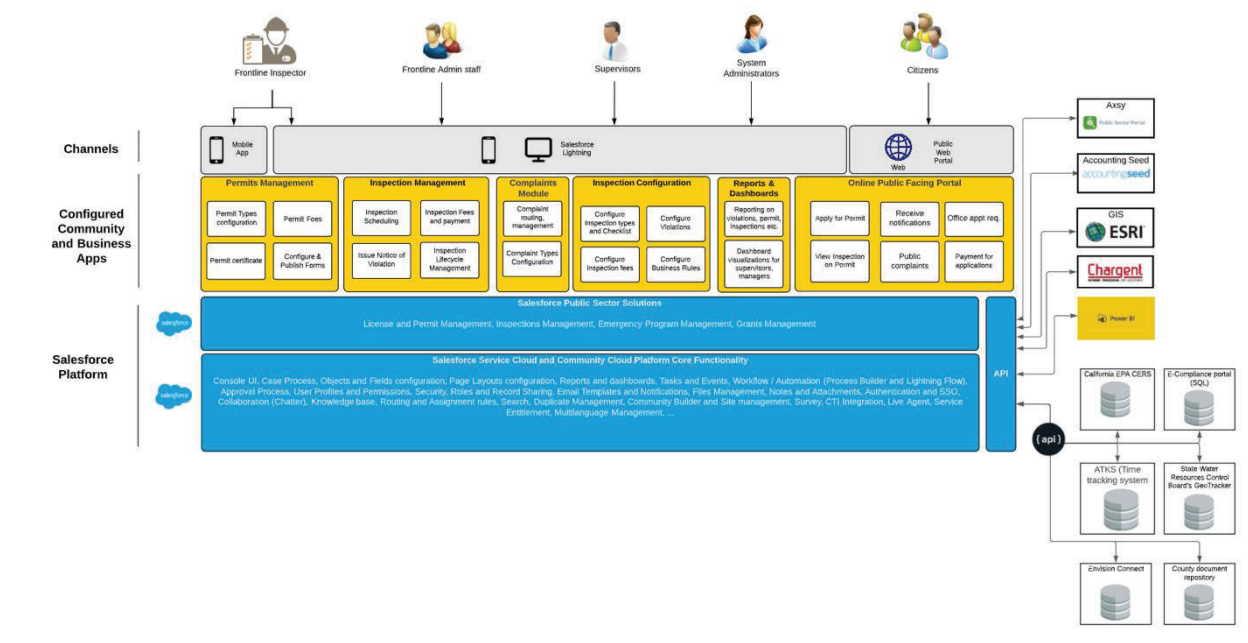
- Lightning Console
- Experience
- Entitlements and Milestones
- Email
- Mobile
- Collaboration
- GIS
- Workflow (Lightning Flows, Actions and Recommendations)
- Multi-Tenant Cloud DB
- Operational Reports and Dashboards

The Salesforce Platform offers a core set of technologies that not only power the Salesforce Software as a Service (SaaS) and high-productivity application Platform as a Service (PaaS) products, but also allows organizations to build and rapidly deploy custom apps with just a few clicks all from a single canvas, connecting data from any system, and managing it from anywhere on any desktop and mobile device. For the EHS RMS system, we are also adding third party apps from Axsy for offline inspections, Accounting Seed for finance and billing, and Chargent for online electronic payments.

Salesforce runs in a browser and does not install any software on the local device, is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE, Edge). The fully documented list of supported browsers and mobile devices for the full Salesforce site and Salesforce Mobile is available in the following articles in online our Help & Training Portal:

https://help.salesforce.com/HTViewHelpDoc?id=getstart_browser_overview.htm&language=en_US and https://help.salesforce.com/articleView?id=sf1_requirements.htm&type=0.

Incapsulate's solution, outlined in the figure below represents the high-level architectural structure. The diagram depicts the proposed solution for San Mateo's Records Management System (RMS) as well as the different tools and services used.



Incapsulate's proposed solution and the Salesforce Public Sector Solution platform includes the following industry-specific capabilities.

- **Public Sector Data Model:** Specifically built for the LP&I use cases, the data model includes objects in core Salesforce that customers can leverage for their regulatory authorization needs. The data model includes support of individual, business, asset, and geolocation based licenses and permits.
- **Community Components:** Pre-built views and processes reduce time to value and help agencies get started quickly by providing prebuilt examples of pre-screening, application, and complaint forms with data mappings back to Salesforce objects and other commonly needed constituent-facing functionality. These components make things more transparent to constituents who can review history, check status, return to edit drafts, and easily interact/collaborate with the government.
 - **Assess Your License or Permit Needs:** The process directs constituents to information about applicable regulations, programs, and/or authorizations based on their situation.
 - **Apply for Business Authorization:** This process allows a business owner to apply online for a business license application.

- **Apply for Individual Authorization:** This process allows an individual to apply online for an applicable authorization.
- **File a Complaint:** This process allows citizens and other constituents to file a complaint against a business or individual.
- **Search for License or Permit Holder:** This process allows constituents to search for license / permit details for a business or individual.
- **View Issued License & Permit:** This view allows community users to show Business Licenses and includes details of the Place(s) (Address/Location).
- **View Business Profiles:** This process allows community users to show Business Profiles along with Account's Billing Address based.
- **View Permit Dependency:** This view shows the parent and dependent permits
- **View Inspection History:** This view shows visits, status, code violations and enforcement actions.
- **Unified Hierarchical View:** Provides government employees with a hierarchical view of associated information on the account, application, or complaint. This unified view of related inspection visits, violations, and enforcement actions helps them quickly review the overall situation and resolve outstanding items.
- **Applications:** Application forms are required for the majority of the County's use cases. Public Sector Solutions allows quick, flexible development of application forms leveraging the OmniScript and DataRaptor capabilities. The information from the forms is then mapped back to the Individual Application and Business License Application objects for review and approval.
- **Complaints:** Complaint forms can also be developed flexibly and be mapped back to the Public Complaints object for review and routing for inspections/investigations, as warranted.
- **Inspections:** Whether you are conducting an inspection, investigation, or assessment, the Public Sector Solutions capability allows flexible definition of tasks and assessment indicators to support your varied use cases.
- **Regulatory Codes:** Regulatory codes capture jurisdictional codes, policy, or law associated with inspection assessment questions such that field workers can easily review regulations while completing inspections.
- **Violations & Enforcement:** Violations are also tied to regulatory codes and are created automatically in the system based on inspection findings. Enforcement actions can then be applied by compliance to violations such that the constituent can take action to resolve the issue. Inspection history, including all violations and enforcement actions are also made visible to the constituent via the portal such that they can interact and resolve issues quickly to ensure community safety.
- **Authorizations:** After everything is approved and verified, the County can issue the authorization -- the license, permit, certification, or registration.

2.1 RMS Requirements Matrix

The table below outlines Incapsulate's approach to meeting the requirements outlined by the County for the project.

2.1.1 Administration/Security

Requirement	OOTB/ Config/ Custom	Response
The system must employ a role-based security that allows/disallows user access to functional areas based on user security level, and	OOTB	This is a standard Salesforce capability

differentiates between read and write ability, as well as access to reports. All account creation/delete/update history must be trackable with author and date stamp		
The system should have multiple levels of access that allow access only to those portions of the record, and possibly field level of security, that are relevant to the particular transaction that the person is authorized to perform within an assigned role and security level.	OOTB	This is a standard Salesforce capability
The system should allow EHS designated administrators to delegate authority, by user group, and to reset password.	OOTB	This is a standard Salesforce capability
The system should provide the ability to restrict access based on users' accounts privileges.	OOTB	This is a standard Salesforce capability
The System should allow assigning multiple roles to one user.	OOTB	This is a standard Salesforce capability
The system shall encrypt passwords before being stored or transmitted.	OOTB	This is a standard Salesforce capability
The system should accommodate required changes of passwords every thirty days, or some other interval as specified by designated EHS system administrators.	OOTB	This is a standard Salesforce capability
The system should provide a method for users to change their individual password.	OOTB	This is a standard Salesforce capability
The system must provide a way for System Administrators to add new users, delete existing users, modify, and change access roles.	OOTB	This is a standard Salesforce capability
All communications must be encrypted in-transit through the use of standard security protocols: SSH, SFTP, SCP, HTTPS. It also needs to be in compliance with portal security and data encryption requirements for Payments and Privacy	OOTB	This is a standard Salesforce capability
The system must track and record complaints and service requests, including but not limited to: Date Received, Assigned, Resolved, Referred, Related Facility, Program, if applicable, Address of Complaint/Service site location, APN, Census Tract, GIS Latitude/Longitude, and ability to map and display GIS coordinates of Complaint location on a map, if not same as/associated with a Facility Complainant/Service Name, Business Name if applicable, Address, Contact/Phone information, Property Owner Address, Email Address of facility/location responsible party, Contact/Phone information of Complaint/Service site location, if not same as/associated with a Facility Owner Name, Business Name, Address, Contact/Phone information, if not same as/associated with a EHS Employee Taking the Complaint/Service Employee Assigned to Complaint/Service Reason for/Description of Complaint/Service Status of Complaint/Service activity/description Comments or Notes.	OOTB	This is a standard Salesforce capability, all service requests are captured as cases in Service Cloud using configuration of the case objects, tasks, and activities
The system must track and record additional service request information, including but not limited to: Construction Plan Check information, Contractor/Agent/Certified Professional information, including certification expiration date, name, and title of certifier,	Config	This information is set up and configured for each service request type.

and type of certification, for example, for certified food managers, underground storage tank designated Operators, Service Comments or Notes, Service Amount Paid, Receipt Number, Check Number/Cash.		
The system must allow for complaints and service requests to either be associated with an existing facility or stand on their own with no existing facility.	OOTB	This is a standard Salesforce capability

2.1.2 Finance and Billing

Requirement	OOTB/ Config/ Custom	Response
The system should allow a feature for "flagging" accounts for collections based on designated EHS Administrator defined criteria, for example, upon 120 days aged and balance of \$5.01 or more.	Config	These types of business rules can be configured to flag accounts based on Accounting Seed functionality
The system should allow posting tracked at line item, for designated EHS Administrator to view the associated transactions and history of the item.	Config	This can be configured for each payment transaction based on Accounting Seed functionality
The system must generate fees based on program types, generate invoices based on programmed fees associated with established fee types or hourly and it should be able to overwrite fees when creating manual invoices (pro-rated)	Config	These fee rules can be configured for each business process based on Accounting Seed functionality
The system must allow for multiple billing cycles for a facility, aged on 30, 60, 90, 120, 121+ day basis. The system should have continuous billing cycles for outstanding invoices until invoices are paid or billing is disabled	Config	These billing cycles can be configured for each invoice type and process based on Accounting Seed functionality
The system must have the ability to accommodate individual or group account credits (unit rate, no unit, fixed, one-time, prorated, recurring, and discounted charge s/fees).	Config	These fee rules can be configured for each business process based on Accounting Seed functionality
The system must flag/track invoices sent to Collections and amount collected.	Config	These rules can be configured for each business process based on Accounting Seed functionality
The system must allow for specialized billing charges, penalties, and discounts based on County Fee Ordinances and other mandated requirements, such as state charges for organized camps and hazmat facilities.	Config	These billing and fee rules can be configured for each business process based on Accounting Seed functionality
The system must allow for hourly charges, with fee per 6-minute increment billing.	Config	
The system must age accounts based on oldest "unpaid" debit transaction.	Config	This will be based on Accounting Seed functionality
The system must allow designated EHS Administrators the ability to transfer payments across charges, across invoices, and across accounts, certain credit balances, by owner and/or accounts receivable, for example, in the situation where the owner of several establishments submits one payment.	Config	These payment transfer rules can be configured for each business process based on Accounting Seed functionality
The system must allow designated EHS Administrators the ability to select certain line items/transactions to remove/hide prior to	Config	The line items to be included in billing can be configured based on

billing.		Accounting Seed functionality
The system must allow designated EHS Administrators the ability to selectively post payments, debit adjustments, credit adjustments to specific single charge, payment, debit adjustment, credit adjustment items. Adjustment processing are defined with user roles and allow to select multiple lines items to adjust and/or the entire charge instead of line per line.	Config	These payment, credit and adjustment rules can be configured based on Accounting Seed functionality
The system must allow for overpayments and flag overpayments, under payments & bad check accounts.	Config	These payment, credit and adjustment rules can be configured based on Accounting Seed functionality
The system must allow for penalty exemptions.	Config	These rules can be configured based on Accounting Seed functionality
The system should have the ability to automatically assess penalties if the base fee is older than the user defined number of days.	Config	These payment, credit and adjustment rules can be configured based on Accounting Seed functionality
The system should allow the designated EHS Administrator the ability to exclude facilities from billing, flexibility by category of permit or by individual account.	Config	These payment, credit and adjustment rules can be configured based on Accounting Seed functionality
The system should allow invoices to be generated and printed in batches, and/or individually "on the fly" and should have the ability to email directly to the operator's email on file.	Config	This will be configured and provided based on Accounting Seed invoice features to generate individual or bulk invoices in PDF formats. It will not integrate with printing solutions. Email notifications can be sent to alert the operator to access and view their invoices on the portal for their account or sent by email as PDF attachment.
The system must generate invoices and fees according to designated EHS Administrator defined formulas, fee schedules, and based on other.	Config	These fee formulas or schedules rules can be configured based on Accounting Seed functionality
The system should allow fee/discount/penalty transactions and adjustment codes to be added and edited by designated administrators.	Config	These fee adjustment rules can be configured based on Accounting Seed functionality
The system should allow designated staff the ability to override fees, add re-inspection fees, or additional fees/penalties.	Config	These fee adjustment rules can be configured based on Accounting Seed functionality
The system must allow posting on online portal for multiple forms of payment, for example, cash, checks, interfund transfers, credit cards.	Config	The Chargent payment system integration with Salesforce can handle the forms of payment as listed in section 5.1 of this proposal.
The system must allow designated administrators the ability to	Config	These rules can be configured based

customize due dates for general billing.		on Accounting Seed functionality
The system must allow designated administrators to configure payoff priority for invoices/charges.	Config	These rules can be configured based on Accounting Seed functionality
The system should allow for comment/notes to be entered on line items, transactions, invoices, accounts, etc., to be retained historically, only editable by designated EHS staff and administrators.	Config	
The system should include auditing/tracking of all changes, transactions/code set ups/rate table entries and other system adds, edits, deletes, etc. by user to be accessible and viewed by designated EHS staff and administrators.	OOTB	This is standard Salesforce capability to track all changes or updates based on Accounting Seed functionality
The system should include auditing/tracking of all changes, transactions/code set ups/rate table entries and other system adds, edits, deletes, etc. by user to be accessible and viewed by designated EHS staff and administrators.	OOTB	This is standard Salesforce capability to track all changes or updates based on Accounting Seed functionality
The system should allow payments to post through both a batch or manual process.	Config	
Restrict a permit from generating if there's an outstanding bill, with administrator option to override.	Config	These rules can be configured based on Accounting Seed functionality

2.1.3 Functionality and Workflow

Requirement	OOTB/ Config/ Custom	Response
The system should have a method of tracking and alerting assigned staff routinely on follow-up activities, inspections, violations, complaints, and service requests that are scheduled/due, according to defined parameters.	OOTB	This is standard Salesforce capability
The system should capture the existing records identifiers in our current database. The identifiers should be available for cross reference at the minimum (Facility_id, Owner_ID, Account_id, etc.).	Config	These record identifiers can be configured
The system should have Customizable and addable UDFs by program.	Config	These can be configured
The system will track changes to a record over time and maintain historical data.	OOTB	This is standard Salesforce capability
The system shall provide the ability to assign tasks to staff (groups or individuals) based on defined business rules.	OOTB	This is standard Salesforce capability
The system should display well across different hardware and screen sizes.	OOTB	This is standard Salesforce capability
The system should allow for supervisor review of daily activities, inspections, violations, complaints, service requests, and enforcement. The system should have the ability to attach and store photographs, scanned images, documents in a variety of digital file formats (.doc, .xls, .dwg, .shp, .jpg, .pdf, etc.) to the	OOTB	This is standard Salesforce capability

Activity/Inspection/Violation/Complaint/Service Request.		
The system should allow the ability for designated EHS Administrator to assign, reassign, and transfer facilities, programs, complaints, service requests, and special events between staff, and track changes.	OOTB	This is standard Salesforce capability
The system shall have the ability to import data from external sources and also manually input data as needed.	OOTB	This is standard Salesforce capability
The system should provide the ability to send e-mail to individually selected applicants, which may include attached notices and receipts, and the ability to send e-mail to multiple/mass recipients, including emails that are auto generated, and on schedules based on user settings in groups based on user selected criteria, such as certain dates, activities, program types, etc.	OOTB	This is standard Salesforce capability

2.1.4 Inspections and Violations

Requirement	OOTB/ Config/ Custom	Response
The system should allow designated EHS Administrator to determine and set frequencies of routine inspections, and follow-up parameters for activities, inspections, violations, complaints, and service requests.	Config	These can be configured
The system should have the ability to view all inspection and violation history and the use of a program specific violation and comments library as well as the ability for the staff to copy, cut and paste comments from previous inspections into new inspection reports.	OOTB	This is standard Salesforce capability
The system should be able to differentiate inspection workflows based on the type of program being inspected. For example; Hazmat inspections may have different requirements than Food.	OOTB	This is standard Salesforce capability
The system should allow an inspector to work outside their assigned inventory with little effort.	OOTB	This is standard Salesforce capability
The system should allow the inspector to view and drill down into all related records at the time of inspection.	OOTB	This is standard Salesforce capability
The system must allow designated EHS Administrator to create and define violations with associated code citation, corrective action, and standardized comments.	Config	These can be configured
The system must provide an automated method to display “red flag” or hold indicator to facilities that have open violations and removed once open violations are corrected.	Config	These can be configured
The system must have a task assignment function of staff “to-do” items for daily planning and scheduling of initial, routine, and follow-up inspections, complaints, service requests, violations, and other related activities.	OOTB	This is standard Salesforce capability
The system should feature a mobile field-based inspection process to track and record daily activities, site inspections, violations,	OOTB	This is standard Salesforce capability

complaints, and service requests off-site, in the field.		
The system should allow for mobile inspections to be performed in both real-time and offline modes, should Internet service not be available.	OOTB	Salesforce and the Axsy app provide this offline capability, and will be real-time when online.
The system should allow for both scheduled and unscheduled inspections (documenting inspection for a business operation with an existing account and for operations not in the database, that may or may not require an account set up after the inspection).	OOTB	This is standard Salesforce capability
The system should allow for an unlimited number of unique defined inspection report forms, as each form may be unique to its related program.	OOTB	This is standard Salesforce capability
The system must provide the capability to capture and track one or more electronic signatures with Date/Time stamps.	OOTB	This is standard Salesforce capability with the Inspection app and Axsy app
The system must be able to produce program inspection report results in .pdf file format for printing or saving or e-mailing while in the field.	OOTB	This is standard Salesforce capability
The system should support a configurable checklist style inspection workflow.	OOTB	This is standard Salesforce capability
The system should support several inspection workflows at the same facility to be conducted concurrently.	OOTB	This is standard Salesforce capability
The system should allow inspectors to select standard inspection violation comments from a pre-defined list when conducting inspections in the field. Once selected these comments should be editable.	OOTB	This is standard Salesforce capability

2.1.5 Integrations

Requirement	OOTB/ Config/ Custom	Response
The system must be able to share data with existing EHS system Envision Connect and with third party system through the use of an api. Current connections include California EPA CERS, Payment Portal, ECompliance portal (SQL), County GIS (ESRI), County document repository, State Water Resources Control Board's GeoTracker.	Config	These can be configured to work with standard Salesforce APIs
The system must perform data exchange with CERS at a minimum of Tier 3 with designated staffs' approval.	Config	These can be configured with Salesforce - the CERS integration is currently being built for Salesforce in Santa Clara County CA
The proposed platform utilizes open APIs based on industry standards such as REST and SOAP to make it easy for the project team to build apps that integrate with external systems. A detailed integration architecture and data flow will be designed during project discovery phase. CERS integration is a requirement.	Config	These can be configured with Salesforce - the CERS integration is currently being built for Salesforce in Santa Clara County CA
The Salesforce platform provides of a wide range of API integration capabilities for making secure API calls. These	Config	API security controls will be put into place to prevent data breaches and

authentication/integration protocols are based on OAuth2.0 protocol. Incapsulate will follow all Salesforce best practices for securing all API Integrations. Most commonly used integration flow include OAuth 2.0 web server flow and OAuth 2.0 user-agent flow. In addition, OAuth 2.0 JWT bearer flow and OAuth 2.0 SAML bearer assertion flow are designed to make secured calls on behalf of the end user without requiring them to explicitly authorize those interactions.		leaks including code injection, DoS, etc.
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Requirement	OOTB/ Config/ Custom	Response
The system must be able to share data with existing EHS system Envision Connect and with third party system through the use of an api. Current connections include California EPA CERS, Payment Portal, ECompliance portal (SQL), County GIS (ESRI), County document repository,	Config	These can be configured to work with standard Salesforce APIs
1. The system must perform data exchange with CERS at a minimum of Tier 3 with designated staffs' approval and with the following capabilities: ability to customize which fields from the CERS' database will download into the Incapsulate solution, and of those fields selected, allow some to auto-populate/download, while others would populate/download once reviewed by Staff. Some data needs to be reviewed prior to accepting it, given historical errors in data received from CERS, some of which impact the business's local account, e.g., their fees. 2. ability to have an intermediate step or timed delay before inspection and enforcement data collected by staff is uploaded into CERS, allowing for a QA/QC process prior to transmission to CERS. 3. ability to have the ability to transmit updates to previously submitted inspection and enforcement data submitted to CERS. Much of the violation and enforcement data will have one or more updates as time passes, and CALEPA requires a record(s) associated with reported violations that document a return to compliance or progressive enforcement. 4. ability to be the point of origination for a new account (in Incapsulate), without a CERS ID, after which the required data would be uploaded into CERS, a CERS account would be created, and the business would subsequently be assigned a CERS ID. The CERS ID should subsequently auto-populate the associated field in Incapsulate.	Config	These can be configured with Salesforce - the CERS integration is currently being built for Salesforce in Santa Clara County CA

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2.1.6 Owner and Facility

Requirement	OOTB/ Config/ Custom	Response
The system must allow designated EHS Administrators to easily transfer ownership between owners, and define which, if any, related records (inspections/violations, invoices/account information etc.) should also be transferred.	OOTB	This is standard Salesforce capability
The system must provide for identifying facilities that share a physical location, for example, strip malls with no unit numbers, commercial establishment renting space to numerous licensees, etc.	OOTB	This is standard Salesforce capability
The system must retain all owner name and mailing address history to be captured and used individually for one facility.	OOTB	This is standard Salesforce capability
The system should have the ability to map GIS coordinated from facility addresses and display exact location on a map and/or GPS location (lat/long).	OOTB	This is standard Salesforce capability

2.1.7 Online Public Facing Portal

Requirement	OOTB/ Config/ Custom	Response
The portal should support business defined process workflows. For example... (1. Customer submits application. 2. designated EHS Administrator is notified and approves application. 3. Customer is notified and directed to payment portal. 4. option for applications to be submitted with payment.)	OOTB	This is standard Salesforce capability
The portal should have the ability to capture user defined data.	OOTB	This is standard Salesforce capability
The system should contain a public web portal for the public to create an account and submit applications for permits or renewals with online payments, view inspection results, see their historical data, pay fees, and file and track complaints and service requests.	OOTB	This is standard Salesforce capability
The portal should allow collection of demographic data, same as Owner and Facility, from individuals who submit applications, and stored in a way that allows the individual to be associated with the facilities and permits/licenses when the permits/licenses are issued. This data should auto-populate redundant fields located in Permits.	OOTB	This is standard Salesforce capability
The portal should not allow the public submitter to edit the	OOTB	This is standard Salesforce capability

application, once the initial application is submitted. However, designated EHS staff should have the ability to review, edit, and approve applications and forms, for example, if all requirements were not met, with the ability for the public submitter to resubmit the form with required revisions if rejected by designated EHS staff.		
The portal should have the ability to forward relevant account and payment information to a county approved payment vendor.	OOTB	This is standard Salesforce capability

2.1.8 Program and Permitting

Requirement	OOTB/ Config/ Custom	Response
The system should have the ability to have one to one, one to many, and many to many record relationships based on business needs.	OOTB	This is standard Salesforce capability
The system should allow for assigning inspection inventories based on different geographical data points. (Zip Codes, census, GIS mapping)	Config	These can be configured
The system should allow complete permit histories to be accessible by facility address, APN, permit ID, and/or geographic location.	OOTB	This is standard Salesforce capability
The system must have data fields defined by the California Code of Regulations, Title 27, Division 3, Subdivision 1- Data Dictionary. These fields must meet the XML Schema (XML Tag) reference for all data fields defined in the Unified Program Data Dictionary, used by businesses and regulators to fulfill the Unified Program requirements for electronic reporting.	Config	These can be configured
The system must provide an automated method to display a “red flag” or a hold indicator to permits that have open violations, or outstanding fees, preventing further action or permit renewal until open violations have been corrected and fees have been paid.	OOTB	This is standard Salesforce capability
The system must capture permit conditions based upon the specific program activity.	OOTB	This is standard Salesforce capability
The system should allow for issuance of specific licenses and registrations, for example, cross connection tester certifications, body art practitioner registrations and all permits that EHS generate manually, for example, GPP and Land Use Wells, etc.	OOTB	This is standard Salesforce capability
The system shall provide ability to track and route the application process from start to finish in detail according to business rules (e.g. start of application, end of application, dates, statuses, etc.).	OOTB	This is standard Salesforce capability
The system shall allow Authorized Users to add and update plan and permit statuses, update construction plan review and permit processing statuses (e.g. under review, on hold, approved, not approved or according to designated EHS's business requirements) for each site.	OOTB	This is standard Salesforce capability

2.1.9 Reporting

Requirement	OOTB/ Config/ Custom	Response
The system should have the ability to utilize County approved data visualization tools.	OOTB	This is standard Salesforce capability
The system should have capability to create customizable dashboards on all levels.	OOTB	This is standard Salesforce capability
The system allows Authorized Users to generate and print inspection, permit and payment reports based on their security settings.	OOTB	This is standard Salesforce capability
The system should allow Authorized Users to export reports to excel, pdf and xml based on their security settings and to export data in a variety of other formats.	OOTB	This is standard Salesforce capability
The system includes specific types of reports as defined by EHS System Administrators at the time of implementation.	Config	These can be configured as required for the project
The system should allow Authorized Users to design and create new reports and assign report type.	OOTB	This is standard Salesforce capability
The system allows Authorized Users to update existing reports.	OOTB	This is standard Salesforce capability
The system allows Authorized Users to schedule when permit, inspection, payment, and other reports will be run and distributed (e.g. one-time or recurring reports with optional methods of distribution (i.e. email, report depository, print)).	OOTB	This is standard Salesforce capability
The system allows Authorized Users to create ad hoc reports.	OOTB	This is standard Salesforce capability
The system allows Authorized Users to create graphs and charts based on information stored in the system (e.g. line graphs, pie charts).	OOTB	This is standard Salesforce capability

2.1.10 Time and Activity Tracking

Requirement	OOTB/ Config/ Custom	Response
The system should have an approval workflow that will allow supervisors and managers the ability to approve and reject time entries and submit for time sheet processing.	Config	These can be configured
The timesheets should allow for digital signatures to indicate approval.	Config	These can be configured
Approved timesheets should be locked from further edits unless released for changes per the approval workflow or admin override.	Config	These can be configured
The system should have the capability to upload the approved timesheets to county's time keeping system (ATKS)	Config	These can be configured

2.1.11 Data Migration

Incapsulate did include in our costs that we will work with the County to determine the scope of current and historical data to be migrated to the new EHRMS solution. We can include a data migration engineer on our proposed team for the project who would lead the team in the data migration strategy and analysis of existing County data in the existing system.

Incapsulate has the ability to import historical data as part of our data migration services using the existing capabilities of Salesforce. The Salesforce Platform includes the following import/export options for data:

- **Data Import Wizard** - An in-browser wizard that imports data for many standard Salesforce objects, including accounts, contacts, leads, solutions, campaign members, and person accounts. You can also import data for custom objects.
- **Salesforce Data Loader** - Data Loader is a free, client application for the bulk import or export of data. Use it to insert, update, delete or export Salesforce records.
- **Direct Export** - Data can be exported directly into CSV (comma separated values) file, or Excel files with a button click. This can be done from either a standard or custom list view, or from a report. This is the most common method utilized by end users.
- **Salesforce API** - Data can be exported to and from the system through our API at any time or via a number of built in features.
- **Partner Tools** - There are also many pre-integrated partner tools, some of which you may already own that may be leveraged. Examples of these include, but are not limited to, Informatica, Pervasive, CastIron, Boomi, etc.

Incapsulate typically follows the following process for all Data Migration efforts.

Data Identification & Mapping - The first step is to list the fields involved in the migration process:

- Required fields
- Optional fields
- System Generated fields
- Links to external systems

Then identify any additional fields that might be required, like:

- Legacy IDs
- Business rules

Determine the order of migration - In Salesforce, relationships that exist between objects and dependencies decide the order of migration. For example, all accounts have owners or licenses/permits, and contacts are associated with an account. In this case, the order would be to

1. Load users
2. Load accounts
3. Load licenses, permits, and inspections
4. Load contacts

Relationships are expressed through related lists and lookups in a Salesforce application while IDs(foreign key) create relationships in a database.

Define Migration Workbook - Create and follow a data migration workbook throughout the scope of migration. This is a consolidated workbook that holds the data mapping for each object involved in the process. A single template with multiple tabs (one each for each mapping object) including a DM checklist and storage requirements. The workbook can be personalized based on your requirements.

Pre-data migration

- Create and set up a user with a system administrator profile for data migration.
- Complete system configuration.
- Set up roles/profiles.
- Store all possible legacy IDs for a record in Salesforce. (This can help with troubleshooting later on.)
- Confirm that record types and picklist values are defined.

Data loading

- Clean and optimize data before loading which includes clean, de-dupe and validate source data prior to migration.
- Use Bulk API for better throughput, especially when working with large data volumes to increase load speed.
- While loading large data volumes, the calculations can take a considerable amount of time. We can increase load performance by deferring the sharing calculations until after the load is complete.

The Data Migration plan as proposed above outlines the strategy to assess how clean the existing system data would be to put it into the determined formats for migration to Salesforce. We typically ask that the County prepare the cleaned and scrubbed data in our migration formats, but if the County would like for us to do that work, we can provide a cost estimate for data prep and scrubbing prior to migration.

We understand the need for Environmental Health to model data relationships beyond what you already have. The County needs to rely on external expertise to guide the redesign of the data relationships using current data as the starting point but use your flexible data relationship features in Salesforce PSS to meet current needs. This is included in our proposed scope of work and costs. As part of our discovery process, we will map existing data models into the data and object models of the Salesforce solution. Our data architects will be available to support this process for the current project as proposed as well as to advise the County on future needs that could be met by extending the Salesforce data models as required.

The application only collects public information due to the type of services that are preformed by EHS. But Incapsulate will provide more information around Salesforce solution for PII.

The application platform has implemented a security control aligned with the FedRAMP High and DoD IL2 security baselines and are assessed against both by an independent third party assessor at least annually [PL-5]. In addition the platform provides a wide range of functionality to enforce these security measures

Data In Motion

All transmissions between the user and the Salesforce Services are TLS 1.2 encrypted with a 2048-bit Public Key, using AES 256-bit encryption by default.

Data At Rest

Salesforce Classic Encryption includes a feature to encrypt custom text fields (ECF):

- The fields can be masked appropriately for specific data types (i.e., credit card number, Social Security Number, National Insurance Number, Social Insurance Number).
- Access to read the masked parts of the fields is limited by the "View Encrypted Data" permission, which is not enabled by default.
- Customers can manage their encryption key based on their organization's security needs and regulatory requirements. See our Help and Training site for details:

https://help.salesforce.com/apex/HTViewHelpDoc?id=security_keys_using_master.htm&language=en

- Encrypted fields use 128-bit encryption and the AES (Advanced Encryption Standard) algorithm
- Custom text fields can be up to 175 characters in length

Additional Salesforce Encryption Capabilities

Apex Code extends the powerful and proven success of the Salesforce Platform by introducing the ability to write code that runs on Salesforce servers. This language makes possible the development of a new class of application and features deployed entirely on demand. Using Apex, the County can create user interface classes that utilize the Apex crypto class to encrypt field level data up to AES 256-bit encryption. Please see here for more information:

https://developer.salesforce.com/page/Apex_Crypto_Class

Salesforce Platform Encryption

Salesforce Classic Encryption is limited to encrypting custom text fields of 175 characters or less, while Salesforce offers Salesforce Platform Encryption as an additional licensing option for encrypting standard and custom fields of various types, attachments, files, and other content using AES 256-bit encryption.

3.0 Project Plan

Incapsulate personnel will be available during normal working hours which will involve a mix of local and offsite personnel to reduce project costs and improve delivery timelines. Incapsulate has extensive experience implementing Salesforce based solutions and providing technical services for clients in the Commonwealth of Virginia. These include, for example, configuring and implementing the Virginia Beach 311 system, COVID Vaccine Registration and Police Recruiting as well as providing implementation and configuration support to the VA Department of Social Services Salesforce environment.

3.1 Implementation Plan

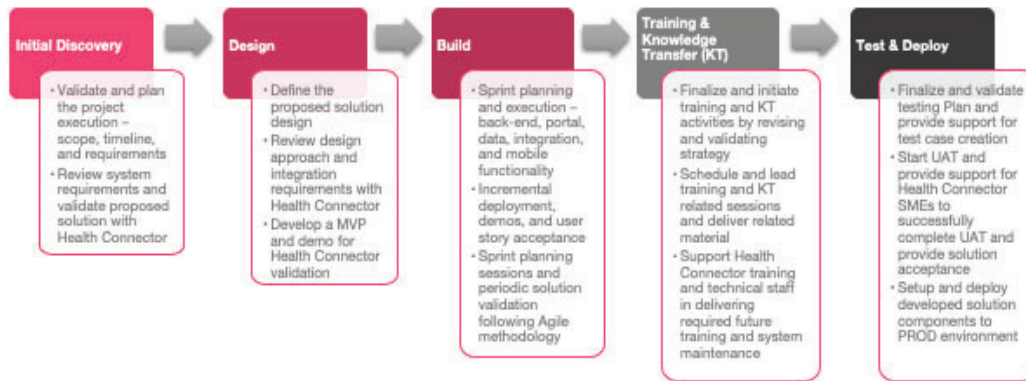
Incapsulate's SaaS configuration and implementation approach is an agile methodology based on proven practices and lessons learned which serve to lower risk while accelerating delivery.

Establish Governance First - Governance is critical, especially to fast-moving agile projects. Project success is based upon the clear identification of roles and responsibilities. Primarily, there should be a single point of contact on the County's side, as well as one point of contact at Incapsulate. The management structure should be clearly defined for the project. Included in the management structure is the establishment of a regular cadence and also reporting schedules. In case there are any problems, or if an issue needs to be escalated, there should be a defined path of escalation as well. Establishing a transparent governance structure is key to implementing a successful project.

Configuration First - Minimize the Amount of Coding/Development Work - Programming customizations make support, maintenance, and enhancements more expensive after go-live. Our solution is based on a "Configuration Only" approach. We will analyze existing processes and align them to the functionality provided by the salesforce public sector grants management module. We will identify gaps and provide configuration-based best of breed solutions.

Agile Methodologies to Increase Delivery Confidence- While many organizations merely talk "Agile," we have incorporated Agile methodologies in our project delivery for over ten years. We have refined our project management approach to combine the benefits of waterfall and Agile methodologies; this has resulted in an efficient and controlled methodology that addresses the reporting needs of senior management while creating a dynamic, efficient, and productive environment for our software development teams. With our iterative development approach, we offer frequent and accelerated adoption of Salesforce functionality in the enterprise, reducing the overall risk to our clients.

Our implementation plan follows a five-step approach – Initial Discovery, Design, Build, Training & Knowledge Transfer, and Test & Deploy. This approach helps identify the different types of work required to execute the project at each step. The figure below provides a high-level overview of the major milestones to be accomplished in each of these steps.



Initial Discovery - Prior to beginning actual implementation activities, we recommend an initial discovery focused on the planning and preparation necessary to set the stage for successful project execution. During this step, we will perform an initial discovery to confirm high-level requirements, establish key project success factors and measures, determine integration needs, and establish project governance.

Design - The Design step is used to develop a detailed technical implementation approach for grant application, monitoring, mobile and back-office processes, data migration, integration, and security solution design. In this phase we build POC to help users envision the overall solution and the user experience. This step would further help in reviewing and validating the proposed solution to make sure it meets the needs of the County.

Build - Given Incapsulate's Agile approach to managing projects, the Build step consists entirely of 2 week sprints with 3 days of incremental deployment, demo of the developed functionality, and user story acceptance at the end of each sprint. In Design, user stories are created which are then divided to be developed in multiple sprints throughout the Design phase.

Training & Knowledge Transfer (KT) - During this step, the technical team will be working on the deployment and functionality for the PROD environment, while the functional team is working with County users to develop and implement a training and KT strategy. Based on the County's requirements Incapsulate will work with the county to support users in leading and delivering all end user training. Incapsulate's functional and technical teams will further work with the County transition and support teams to bring them up-to-speed on the business and technical implementation.

Our proposed training approach is for us provide two main types of training: 1) training to EHS system admins to be able to edit the configurations made and provide basic admin services, and 2) to provide train-the-trainer training for those users who would then provide training to the EHS end users in two main groups - inspectors and office staff.

Test & Deploy - In the Testing step, both Incapsulate's testing team and County SME's or the QA team would be heavily involved in testing the developed solution for back-office and web portal end to end flows. At the end of Testing, and during the training step, the functioning prototype would be deployed entirely to the PROD environment based on the project schedule.

Go-Live – At installation, we promote and migrate completed configurations and system administration requirements from testing to production environments, train users and prepare for a successful Go-live. Incapsulate will provide a cutover plan with milestones and readiness checklist with a go/no-go criteria and fallback positions. We will also conduct readiness assessment prior to a proposed go-live and design and rollback strategy. The detailed cutover checklist will outline the necessary tasks for production cutover and dates for final conversation and cease system processing in legacy systems.

3.2 Staffing Plan

Incapsulate understands that strong project management is essential to the success of a project like this due to the complex, multi-stakeholder environment, the public-facing nature of the solution, and the need for operational rigor requires both a proven methodology and a strong, experienced team. We follow an Agile-based methodology and have used this approach to successfully deliver other similar Salesforce public facing web portals and constituent engagement solutions.

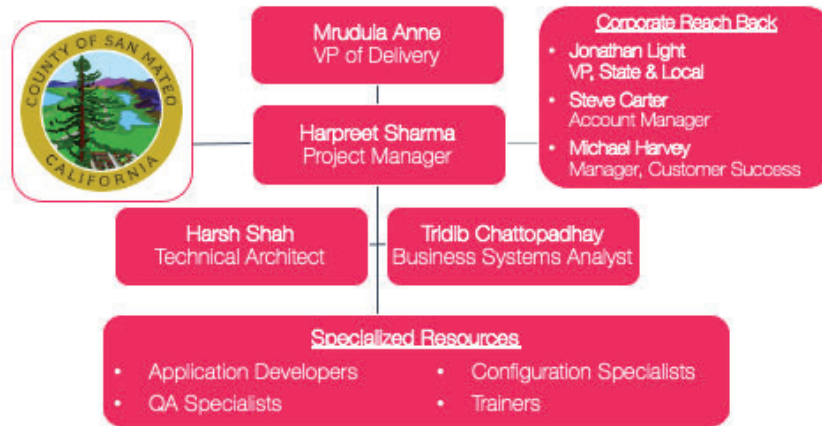
Qualified leadership provides a team that can sustain high morale and focus on project goals, increasing the project productivity and quality. Proper prioritization and planning makes certain the cost, schedule, and technical program performance align to the budget, objectives, and mission and that the expended effort delivers the most value to the accomplishment of the implementation of the CRM solution.

Our staffing model emphasizes a small group of core, client-facing resources to assess business needs, identify requirements, and develop a responsive solution, with reach back to a broader Incapsulate to support configuration, quality assurance, and other implementation activities. The core project team is responsible for project cadence and all deliverables, and will be on-site throughout the project, as needed.

For this engagement, Incapsulate has selected a team experienced with exactly the skills, abilities and expertise this project will require. **Steve Carter** is the Account Manager who will lead our team during the evaluation process and if selected, up until the project kick-off. With over 25 years of experience in implementing Government 311/CRM solutions supporting over 100 implementations across the country, Steve brings experience from similar engagements with close to 75 local government agencies where he has done CRM and 311 implementations. PMP and ITIL certified. Steve will work closely with **Harpreet Sharma** who is the proposed Project Manager and have ultimate responsibility for all project delivery and management of the day-to-day work of the project team.

The Figure below outlines Incapsulate's Organizational Structure for the County's Record Management System implementation project. Our Project Manager will be the single point of contact for all project matters responsible for all day to day staffing and resourcing assignments. If needed, Incapsulate Regional Vice president of State and Local Business Delivery, **Mrudula Anne** will serve as an escalation point to the County for any matters not resolved at the project level. The named personnel below constitute the core team working the project work for the County and will minimize disruptions due to personnel scheduling. As the project nears completion, the project team will begin interfacing with

Michael Harvey, our Client Success Manager who will lead the support team after the proposed solution goes live.



As required by the project, our core team will be augmented by specialized resources, who will largely work off-site, such as the following:

- **Configuration Specialist** – Will configure Requests as dictated by the completed Request templates by the County; this involves the configuration of rules, workflow, escalation, and reporting
- **Trainers** – Executes all project-related training. Plans training courses, develops associated materials, and conducts training sessions (remote and/or in-person) as needed. Trainers may be on site more than others due to the collaborative nature of their work
- **Application Developer** – Supports any required development activities, primarily focused on integrations with external systems as well as web/mobile application development
- **Quality Assurance Specialist** – Supports the review and testing of the solution to validate functionality works as designed. Works with project team to identify and resolve any issues prior to deployment and Go-live

Role of County Staff - Integrated in our implementation plan are key tasks along with the parties responsible for executing these key tasks. Incapsulate will coordinate all tasks, completing its required tasks, while also assisting County stakeholders in completing their tasks. Potential County resources required for the project are listed in the following table:

Role	Activities Performed	Availability
Department SMEs	Provide expertise on department processes or technologies	25% through discovery and alignment phase and as needed for remainder of project
County System Administrators	Configure Requests once trained on templates	Approximately 50% during configuration phase
Department IT staff	Resolve security issues and validate compliance with County standards	As needed, throughout the project

The use of the proposed solution allows our team to work side-by-side with clients to rapidly configure County-specific functionality—accelerating implementation while reducing risk and efficiently integrating people, processes and technology through a fully customized user experience. This factor makes our solution a great match for your needs and will contribute to the success of implementation of a new CRM to service residents and customers.

3.3 Project Timeline

Incapsulate is proposing a twenty six (26) week implementation plan as outlined in the diagram below. During the project kickoff and initial discovery meetings we will work with the County to refine and finalize the schedule as we finalize project requirements.

Overall project schedule will be 26 weeks broken down into the following phases:

- Discovery - 4 weeks
- Configure & Integration Development - 16 weeks
- User Acceptance Testing and Training - 5 weeks
- Deployment in Production and GoLive - 1 week

San Mateo County Records Management EHS Implementation Proposed Project Plan



Incapsulate will be responsible for all major activities of the project and the county will be responsible for the deliverables listed below.

- Business change management activities related to the tactical business functions of EHS that may change due to use of the new solution platform (Please note that business change management is separate from technical code management processes established to coordinate the testing and deployment of new configurations, patches and releases.)
- End user training

3.4 Project Governance

Incapsulate understands that the strategic planning and delivery of communications are integral to the success of this project. Importantly, we cannot communicate to all stakeholders with a “one size fits all” approach. Understanding how communications cascade to County Stakeholders is critical in making sure that stakeholder groups are informed and equipped with the necessary information they need at the right time. Identifying and confirming that ‘influencer’ groups are informed and knowledgeable will help us effectively drive messaging and awareness to stakeholder groups through governance structure.

Our expectation is that day-to-day leads for both Incapsulate and the County will be assigned to the project (i.e., Business Owners/Business SMEs for departments). These Business Owners must have deep knowledge of the intended solution, so that they can make informed trade-off decisions during the project. The Business Owners should have the appropriate experience, availability, and decision-making authority to represent their departments on a day-to-day basis. The Business Owner can support the review of the requirements and solution options, helping the team to prioritize their work according to the needs of the County and the individual departments. These Business Owners are also integral to communications and change management. We will work with the County’s Business Owners to identify stakeholders impacted by the deployment of the new solution and develop a targeted communication plan that will increase awareness and engagement across stakeholder groups. In order to be effective, communications need to be clear, consistent and come from a trusted source. We will work with the County’s Business Owners to identify the most effective existing internal channels of communications and to establish new communication channels as appropriate, both as part of the formal governance structure and the County’s established informal ways of working.

To facilitate successful project delivery and knowledge transfer, we follow a simplified communication structure at all levels. The intended benefit of this approach, aside from keeping the State involved at every step of the project, is to allow more thoughtful and informed decisions to be made. As part of this agile approach to implementation we include the State’s staff in:

- Joint Daily Stand-ups
- Status Reports
- Steering Committee Meetings and Reports

Meetings and Reports - Incapsulate considers status reporting to be an essential prerequisite to effective management of a project. Our reporting systems emphasize providing early feedback, which requires that every activity item owner will report promptly whether issues or potential issues may impact the schedule so that the necessary mitigation steps can be taken. Weekly Project Status Reports will serve as a platform to facilitate a continuous program dialogue and enable us to effectively meet the State’s expectations. This dialogue helps to confirm that the information is continually flowing between appropriate parties and that efforts remain concentrated on the tasks.

Weekly Status Process - Our proposed weekly project status reporting will provide the County with updated project status, risks & issues, and upcoming activities as shown in the image below. This specific status reporting process serves two purposes:

- Project Manager will only seek information from workstream leads once per week, effectively minimizing the requests for status and controlling it to prevent spin on the project issues.
- Reporting is rolled up from this status process for various stakeholders to maintain the integrity and validity of project information. The master project schedule will be the source of information related to scope and schedule.

Project Dashboard | Overall Status

Overall Project Status

Overall	G	Good
Schedule	G	Go Live Schedule 10/21
Resources	G	City Staff has been fully available, Incapsulate augmented onsite team to support UAT/Go Live.
Scope	G	UAT ongoing. Identified issues are being evaluated by Incapsulate. Enhancements are being logged to be considered in scope for Phase 2. Evaluating by Incapsulate/City

Key Risks & Issues

Risks & Issues:

- Scope control from UAT feedback

Decisions Made:

- N/A

Highlights (Since Last Week)

- Training
 - Inspection Team Member
 - Inspection Manager
 - Crew Member
 - Dispatch Manager
- UAT

Planned Activities (Upcoming Week)

Incapsulate:

- Support UAT
- Production Go-Live Plan

City:

- UAT
- Field Service Training
- Initiate CCB Process

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This implementation will be coordinated through regular activities and reports, outlined in the table below. Meeting count assumes a twenty six-week delivery window, extensions to timeline or requests for additional meetings shall constitute a change in scope.

Activity	Cadence	Approx Count	Assumptions
Project Status Report	Weekly	26	Assuming a 26 week project
Team Check-Ins	Ad Hoc	N/A	Meeting cadence will vary depending on project needs, scheduled at needed
SME Touchpoint	Ad Hoc	TBD	Hour-long sessions with technical experts to support client activity and strategy, scheduled at needed
Executive Steering Committee	Bi-Weekly	13	

Standard deliverables will be made available to project stakeholders through meetings and enshrined in a shared Smartsheet folder and Basecamp.

Name	Cadence	Medium / Location
Project Schedule	Bi-Weekly	Shared Smartsheet/ Basecamp
Project Status Report	Weekly	Email, Shared Smartsheet/ Basecamp
Risk Register	Weekly	Shared Smartsheet/ Basecamp
Issue Log	Weekly	Shared Smartsheet/ Basecamp

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Pricing & Payment Terms

Our approach to pricing of the EHRMS system is to provide a fixed price for the system installation and configuration of the Salesforce PSS LP&I solution to meet the County's functional and technical requirements. We have built into our fixed price a recommendation of the PSS licensing model that allows maximum flexibility to the County to provide full access to the 90 EHS users, with a breakdown assumed to be for 90 full time County desktop users and mobile access to the 62 County inspection staff who require it. We also propose licensing for the online portal used by customers that should meet expected demand as estimated by the County. We propose these Salesforce licenses initially for the EHRMS based on our experience and best practices from multiple other similar implementation projects.

Year 1 Pricing

Incapsulate EHMRS Implementation & Year 1 Support Cost	Cost
One Time Implementation Costs	\$620,000.00
Managed Services Basic Support	\$15,000.00
Incapsulate Total Costs	\$635,000.00

Implementation Services (one-time costs) - This cost includes implementation services including installation of the Salesforce PSS LIP solution, discovery, configuration services, training, testing, development of integrations and other tasks outlined in the project plan and deliverables. We also include support for the cut-over and GoLive of the EHRMS solution.

Year 1 Salesforce and Third-Party App License Subscriptions - A detailed breakdown of the Year 1 Salesforce PSS LP&I and Third Party Licenses to be purchased from Carahsoft for the required implementation are listed below.

Salesforce License Details
Public Sector Foundation Enterprise Edition
Public Sector Application Forms
Public Sector Mobile Inspections Enterprise Edition
Salesforce Maps Enterprise Edition
Salesforce Shield
Government Cloud Plus

Premier Success Plan
Business Rules Engine (3k calls annum)

Third Party License Details (Year 1)
Accounting Seed
Chargent Platform Edition Subscription
Axxy Public Sector Inspections Mobile App

User Subscription License Methods - To provide County wide coverage for EHS users as required, we believe that County full time users would need Salesforce PSS LIP license subscriptions, EHS Inspectors need the Inspection Module and the public applicants/businesses would use the PSS Forms submitted via the online portal Community. Here is how our proposed subscription user counts with a blend for the whole County would look:

- **90 Desktop Users** - for County users who would need to run the PSS LP&I Consoles, Reports, Configuration and System Administration consoles on a desktop workstation. This license is for 85 County IT Admins and EHS Staff.
- **62 Inspection Module Users** – for County Inspectors in the field to perform inspections using the PSS Inspection Module.
- **Application Forms Community Portal Member Users** - for customers who are individuals or businesses applying for permits or licenses, to create an account and use the portal to engage with EHS on all aspects of their permits, licenses, inspections, fees and view historical data.
- **Axxy Public Sector Solutions Mobile App** - Provide fast and effective guidance to your inspection and emergency response teams with Axxy's offline-first mobile app, powered by Salesforce Public Sector Solutions
- **Chargent** Platform Edition Subscription with Usage Based- Transaction Pricing for payment processing which has a base cost as shown with a fee per transaction in the model we have proposed. The County should be able to add the transaction fee into the calculation of fees and avoid this additional cost. Please see the attached quote from Carahsoft for Chargent.
- **Accounting Seed** - Account Seed costs are a base fee annually per Salesforce production Org, with costs for accounting specific users. The license includes non-production sandbox orgs for test and training Salesforce orgs as needed for accounting purposes.

Ongoing Annual Support Cost

Ongoing Annual Costs Year 2 and after	Cost
Incapsulate Managed Services Basic Support*	\$31,050.00

* Our pricing assumes a 2.5% Year-over-Year escalation for the Incapsulate Managed Services Basic Support costs starting in Year 2.

After the first year, the ongoing option year pricing would consist of just the Salesforce and third party app license subscription costs and the Incapsulate Managed Services Basic Support services cost for each

year. Incapsulate will work with the County each option year to determine if additional managed services support is needed beyond the level as proposed.

Incapsulate Payment Schedule

Payment Schedule	Milestone	Amount
Project Kickoff	Project Schedule	\$60,000.00
Completion Discover & Align Phase	RTM (Requirements Traceability Matrix) Signoff	\$100,000.00
50% of Design & Development Phase	Sprint 4 Completed	\$100,000.00
Completion of Design & Development Phase	Sprint 8 Completed	\$100,000.00
50% of UAT & Train Phase	Train-the-Trainer Sessions Completed	\$100,000.00
Deploy to Production	Start of Production Deployment	\$80,000.00
Go Live	Incapsulate Production Smoke Test Completed	\$80,000.00
Managed Services – Due at Kickoff	Manage Services Kickoff Meeting Completed	\$15,000.00
Total Services for Implementation		\$620,000.00
Contingency reserved for approved change requests		\$150,000.00
Grand Total:		\$770,000.00

5.0 Assumptions

The list below outlines Incapsulate's assumptions for this project.

1. Salesforce is 100% cloud based and is compatible with n-1 browser versions. Please see link for details:
https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&type=5
2. The County will offer support to the Incapsulate team in accordance with the mutually agreed upon project plan and project schedule. Additional costs due to schedule delays caused by the County team will be managed through a formal change management process.
3. The County will assign Business Owner(s) for the duration of the project. The Business Owner(s) will have decision making authority on behalf of the County.
4. The County will provide timely access to Business Owners, project stakeholders, subject matter experts, information technology staff, and third party vendors as necessary during the course of the project.
5. All required licenses will be invoiced at project kickoff.
6. All Salesforce licenses will be available for Incapsulate use at project kickoff.
7. Salesforce internal user licenses are named user licenses.
8. Access to the Salesforce Customer Community is based upon the Public Sector Application Forms license. All Salesforce limits apply.
9. Platform security provided by Salesforce. Relevant security plans and documentation are available from Salesforce.

- 10.** Incapsulate will be the point of contact for support to the County. Incapsulate will provide an online web portal to submit and track support requests and tickets. In addition, the Incapsulate Client Success Team will provide email and contact telephone numbers. The online portal is the preferred method of tracking so that standardized information can be submitted and made available to the team working on reported issues. Our support relies upon the County's Premier Support from Salesforce and third party app support that is included in the Salesforce License Subscription for the PSS Foundation (See Carahsoft Salesforce Quote for details) and the support included for the third party apps Accounting Seed, Chargent, and Axxy. The Incapsulate Client Success Team will communicate when it is dependent upon Salesforce or a third party app to resolve an issue.
- 11.** Incapsulate will provide Train-the-Trainer Training that will be mostly remote to the County trainers who will be responsible for end user training. Incapsulate has allocated up to 5 Train-The-Trainer Sessions. Each session will be up to 2 hrs. long and can accommodate up to 10 people per session. Incapsulate will record the training sessions and the recording will be available to County EHS users
- 12.** The County will be trained for basic configuration management of the Service Request types using the Incapsulate-provided admin configuration training. Incapsulate will provide up to 12 hours (typically 3-4 sessions of 2-3 hours each) for EHRM administration on Salesforce admin topics. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the County.
- 13.** All training will be conducted remotely via Zoom (or equivalent video-conferencing tool).
- 14.** We recommend that the County EHRM System Administrators and/or Service Request configuration team need to have working knowledge of Salesforce or will work to establish competency in time to participate in training and Service Request configuration. Following are some examples of free self-paced training
 - o Salesforce Admin Beginner - https://trailhead.salesforce.com/en/trails/force_com_admin_beginner
 - o Salesforce Workflow Process Builder - <https://trailhead.salesforce.com/en/projects/quickstart-process-builder>
 - o All County staff participating in this training are assumed (at minimum) to have taken Salesforce Administrator training online using the Trailhead courses identified by Incapsulate.
- 15.** A broad range of additional documentation regarding core Salesforce capabilities and administration is available directly through Salesforce at no additional charge.
- 16.** County is responsible for scheduling and conducting End User Training. Incapsulate can provide support as necessary remotely.
- 17.** Delays in scheduling or conducting End User Training may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- 18.** Salesforce Public Sector Solutions (PSS) Complaints module will be used with some customization to track and record complaints and service requests.
- 19.** Salesforce Queues, notifications and scheduled batches will be used for tracking and alerting users of follow on activities.
- 20.** The Salesforce Public Sector Solutions (PSS) Inspections module will be used in the field for mobile inspections for connected users - offline capability will be provided by the Axxy mobile inspection app.
- 21.** Salesforce Inspection app will be used to capture and track electronic signatures.
- 22.** Reports will be exported in xls format.

23. Incapsulate will provide managed services for basic support of the Salesforce PSS LP&I solution as configured for the EHRMS, and the costs quoted for the remainder of Year 1 post go live. The option year pricing includes the cost of a full year of support.
24. Our pricing assumes a 2.5% Year-over-Year escalation for the Incapsulate Managed Services Basic Support costs starting in Year 2.
25. All Incapsulate implementation services and support will be conducted remotely.
26. Incapsulate will work with the County to configure up to 5 complaint/service request types in the CRM solution based on information provided by the County.
27. Inspection Checklists will be handled through PSS. Salesforce limitations Apply.
28. Finance and Billing features will be implemented as configured in the Accounting Seed third party app for Salesforce. Incapsulate and the County will work to redefine and align the accounting features of the EHS RMS system to the way Accounting Seed can be configured.
29. The Salesforce platform is PCI Compliant, and this link provides their PCI compliance attestation can be found at <https://compliance.salesforce.com/en/documents/a005A00000k4aybQAA>
30. The Chargent Payment processing module will be used to handle payments online and integrate with the County's payment portal and the Account Seed module.
31. Incapsulate will configure 5 dashboards with up to 10 reports per dashboard. All reports and dashboards will be developed using standard Salesforce reporting capabilities. Creating custom reports is out of scope.
32. Data migration of existing information from County systems is quoted, but the complete scope cannot be determined until the discovery phase is complete and the full scope of data to be migrated is confirmed. Incapsulate can work with the County to determine the scope and T&M price for any data migration effort.
33. Custom printing support is out of scope. Print formats are limited to Salesforce's default print capabilities.
34. Creating custom print views, schedule print jobs or batch printing is not included in this quote.
35. The County's external systems must be able to consume APIs that conform to Salesforce API Standards. All integrations with County systems will be through standard Salesforce APIs, and readily available connectors. Incapsulate will not develop new or custom APIs as part of this effort. Modifications to API's are out of scope.
36. Automated data import/export needs that don't use APIs will be the responsibility of the County. To help customers routinely backup their data, Salesforce offers several native options that are available for no additional cost to customers. Salesforce provides tools like Data Loader and the API as a method for customers to manually restore their data. It is important to note the order in which data is restored, so that relationships and the connection to related records can be preserved. The following options are available to customers as a method of backing up their data.
 - Data Export Service: Manual or scheduled exports of your data via the UI. Export [Backup Data](#) from Salesforce:
 - Data Loader: Manual on-demand exports of your data via the API. [Export Data](#).
 - Report Export: Manual on-demand exports of your data via reports. [Export a Report](#).
 For Premier Customers, the following Accelerator is also available: How to: [Platform: Backup and Manage Salesforce Data](#).
37. Incapsulate will provide consulting support to the County on using the APIs to integrate Salesforce with County systems. The County will be responsible for integrating the County systems with the Salesforce APIs.

- 38.** The GIS integration will be done as part of the EHRM project using Salesforce Maps, the County will provide the following for ESRI integration at kickoff:
 - version will be 10.X or higher
 - All service should be either be publicly accessible or authenticated
 - There must be one Composite Locator & Layer Service containing the necessary locators
 - All services must be https using TLS 1.1 or higher
 - All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate
 - GIS integration is already built into Salesforce Maps. Salesforce limits apply.
- 39.** Incapsulate will configure up to 12-15 user profiles.
- 40.** User Acceptance Testing (UAT) requires the involvement of County resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- 41.** Fees for Incapsulate services will be invoiced, with a Net 30 days payment terms.
- 42.** County is responsible for resolving related security and access issues.
- 43.** County has (or obtains) all necessary 3rd-party licenses.
- 44.** County will provide Incapsulate with user roles and privileges information.
- 45.** Upon approval of the contract by the County Board of Supervisors, Incapsulate will work with the County to finalize the proposed project schedule.
- 46.** It is assumed that the County will resolve all issues within 2 business days. We expect County staff involvement to be heavy during the requirement gathering process, for data integration, User Acceptance (UA).
- 47.** All Salesforce general, feature and license limits apply.
- 48.** The County will purchase all Salesforce licenses directly from Carahsoft. License term for all Salesforce licenses is one year.
- 49.** County will assign resources to provide business requirements at kickoff of the project. Delays in this process will cause schedule slippage and possible change requests.
- 50.** SMS is not included in Salesforce Public Sector Solutions (PSS). This is available through a Salesforce add-on, LiveMessaging (ServiceCloud Messaging) or a third-party AppExchange apps like Mogli, SMS Magic, 360 SMS or Twilio.
- 51.** The proposed public facing portal application is configurable and can be customized for tailoring to meet the needs of the EHRMS. These are done via configuration using existing Salesforce Public Sector Solutions (PSS) capabilities, not with custom development.
- 52.** Incapsulate will support all third-party applications and will be the single point of contact for all County support needs during all periods of performance where the County has purchased at least Incapsulate Basic Managed Services.

6.0 Change Request Process

Incapsulate's Change Request Process can be utilized for any additional process/cost/workflow redesigns that are needed after implementation is complete. It requires a written Change Request prepared by the County. Once received, Incapsulate will evaluate and provide a written cost and schedule statement to the County within five (5) business days. If the County approves the cost and schedule it will provide written notification to Incapsulate. The Change Request must be mutually agreed by the Parties and signed by authorized representatives from both Parties to authorize implementation of the changes. Until the Change Request is agreed in writing, both parties will continue

to act in accordance with the latest agreed version of the Project SOW. Any changes to the Statement of Work shall be subject to mutual written agreement by both parties. Incapsulate shall not implement any changes without written approval of the County's authorized representative.

Exhibit S – Maintenance and Support Service Levels

Background:

San Mateo County wishes to establish Service Level Targets for the Managed Maintenance and Support Services that will be provided by Incapsulate as part of this contract. The Service Level targets reflect the following shared understanding of the Environmental Health Records Management Solution that will be implemented under this agreement:

- Incapsulate will manage issues reported by the County
- Incapsulate services are dependent on the availability of Salesforce software licensed separately by the County;
- Incapsulate services are dependent on the availability of other complementary software products that will part of the Environmental Health Records Management solution also rely on the availability of the Salesforce solution and will also be licensed separately
 - Axsy
 - Chargent
 - Accounting Seed
- Defects that result from the Salesforce platform or from one of the other licensed products will be resolved according to the standards provided in the County's licenses and support agreements for those products.

This Exhibit uses the following definitions:

(a) **“Authorized User”** means County's employees, consultants, contractors, and agents who are authorized by County to access and use the Services under the rights granted to Customer pursuant to this Service Agreement.

(b) **“Documentation”** means Software Provider's manuals, handbooks, and guides relating to the licensed products and Services provided under this agreement to the County either electronically or in hard copy form.

(c) **“Process”** means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

(d) **“Contractor Personnel”** means all employees and agents of Contractor, and all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

(e) **“Services”** means the service offering described in **Exhibit A**.

(f) **“Term”** has the meaning set forth in Section 4 of the Agreement.

(g) **“Customer Cause”** means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit A, specified in the then-current Specifications or Documentation, or otherwise authorized in writing by Contractor: (a) any grossly negligent or improper use, misapplication, misuse or abuse of, or damage to, the Services by County or an Authorized User; (b) any maintenance, update, improvement or other modification to or alteration of the Services by County or an Authorized User; (c) any use of the Services by County in a manner inconsistent with the then-current Specifications or, to the extent consistent with and not limiting of the Specifications, the Documentation; (d) any use by County or an Authorized User of any Third-Party Products that Contractor has not provided or caused to be provided to Customer; or (e) any use by County or an Authorized User of a non-current version or release of the requisite software underlying the Services.

(h) **“Error”** means any failure of the Services to operate in material respects in accordance with the Specifications and, to the extent consistent with and not limiting of the Specifications, the Documentation, including any problem, failure or error referred to in the Service Level Table.

(i) **“Support”** means the identification, diagnosis and correction of Errors by the provision of the following Support Services by technicians sufficiently qualified and experienced to identify and Resolve County’s or an Authorized User’s Support Requests reporting these Errors: (a) telephone assistance; (b) Remote Services; and (c) access to technical information for proper use of the Services. Support does not include support related to routine use of the software or questions related to County policy or procedures as implemented in the software.

(j) **“Resolve”** and the correlative terms, **“Resolved”**, **“Resolving”** and **“Resolution”** each have the meaning set forth in Section 2.2.2.

(k) **“Support Fees”** has the meaning set forth in Section 4 of Exhibit B.

(l) **“Support Hours”** means 8am to 8 pm EST on Incapsulate’s business days

(m) **“Support Request”** has the meaning set forth in Section 4.1 below.

(n) **“Support Services”** means Contractor’s support of the then-current version and release of the requisite software underlying the Services, including Support.

1. Support Services. Contractor shall perform all Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit S, including the Service Levels and other Contractor obligations set forth in this Section 2.

2. Support Service Responsibilities. Contractor shall:

(a) respond to and Resolve all Support Requests in accordance with the Service Levels;

(b) provide Support to designated County Contact(s) during all Support Hours. Users will submit requests using Contractor's support portal, or for Level 1 issues by calling Incapsulate's Designated Client Contact or his/her designated back-up(s) and submitting the information specified in Section 3.2 through the Contractor's support portal. Cell phone numbers for the Client Success Contact and his/her back-up will be provided at the time of contract execution;

(c) provide County or an Authorized User with online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(d) provide to County or an Authorized User all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.1. Service Levels.

- Response and Resolution. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time; and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that County has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on County's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with County. Resolution time measurement is intended to capture the time taken by the Contractor to resolve errors. Further, time measurement is intended to capture time taken to execute the steps that are under the Contractor's control.
- Resolution Time will include the following:
 - time while the Contractor is triaging and reviewing the reported Error
 - time while the Contractor is developing a fix for the reported Error
 - time while the Contractor is testing a fix for the reported Error
 - time while the Contractor is deploying the fix for the reported Error
 - time while the Contractor is re-executing the fix lifecycle if an initial fix fails

- Resolution Time will not include the following:
 - time while the Contractor is waiting for County testing of a proposed fix in either a sandbox or production environment
 - time while the Contractor is waiting for a mutually agreed maintenance window for deployment of a proposed fix
 - time while the Contractor is waiting for additional information from the County in instances where an error cannot be reproduced

		Severity 1*	Severity 2	Severity 3	Severity 4	
Response Time		45 minutes	4 hrs.	4 hrs.	2 days	
Resolution Time		8 hours (vendor works 24/7 until resolved)	12 hrs	3 business days	Negotiable	
Severity	Description					
Severity 1	The product is not usable; staff are unable to complete standard workflows/tasks and no workaround is available					
Severity 2	A Function or service is not available or impaired; an acceptable workaround is available					
Severity 3	The product or feature is not functioning correctly but is not seriously affecting the ability to utilize the application and/or there is an acceptable workaround.					
Severity 4	A new request for services, report, functionality, or workflow, etc.					
Financial credit 10%	Credit to be applied to the annual Managed Services invoice if Availability or Severity 1 SLAs are missed. Alternatively, the credit may be applied to the cost of Severity 4 items as prioritized by the County and mutually agreed upon.					

Defects resulting from County Cause are not covered under this agreement.

A. Salesforce Licenses

County must provide 2 licenses for the Incapsulate team to have multiple technical professionals access the environment in order to support the SLAs proposed above. This would typically be Salesforce licensing and any third party products in the environment.

B. Remedies for Failure to Meet Resolution Targets

2.2. Time Extensions. County may, on a case-by-case basis, grant a reasonable extension of the Service Level response or Resolution times.

2.3. Contractor Updates. Contractor shall give County regular electronic or other written reports and updates of:

- the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;
- its Service Level performance, including Service Level response and Resolution times; and
- the Service Credits to which County has become entitled.

3. Support Requests and County Obligations.

3.1. Support Requests. County or an Authorized User may request Support Services by way of a Support Request. County or an Authorized User shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Section 2.2 (each a "**Support Request**"). County's Technical Contact shall notify Contractor of each Support Request by e-mail, telephone, or such other means as the parties may agree to in writing. County shall include in each Support Request a description of the reported Error and the time County first observed the Error.

3.2. County Obligations. County shall, by and through its Designated Contact(s), provide Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to

those present when County detected the relevant Error and to respond to and Resolve the relevant Support Request:

- direct access to the County Systems and County's files, equipment and personnel;
- output and other data, documents and information, each of which is deemed County's Confidential Information as defined in the Service Agreement; and
- such other reasonable cooperation and assistance as Contractor may request.

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** 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 Work Products are preserved and protected as intended herein.