

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Vertiq Software LLC

This Agreement is entered into this Wednesday, July 1, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Vertiq Software LLC, hereinafter called "Contractor" (together, the "Parties").

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Case Management System.

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

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 does not perform as specified in the agreement. In no event shall County's total fiscal obligation under this Agreement exceed Three Hundred Thousand and Zero Cents (\$300,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026 through June 30, 2031.

5. Termination

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

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above.

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.

6. Relationship to Parties

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

7. Hold Harmless

7.1 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) 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

(B) any other loss or cost, but only to the extent caused by the negligent acts, errors, or omissions of Contractor, its officers, agents, employees, or subcontractors in the performance of work under this Agreement. Contractor shall have no obligation to indemnify, defend, or hold harmless County or any of its officers, agents, employees, or servants from any loss or cost to the extent caused by the negligence, gross negligence, or willful misconduct of County or any third party, or for any portion of fault not attributable to Contractor.

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.

7.2 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.

8. 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.

9. Insurance

9.1. 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.

9.2. 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.

9.3. 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) 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.

9.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract.
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

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

(2) Technology Errors and Omissions

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

11. Levine Act Compliance

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

12. Non-Discrimination and Other Requirements

12.1. 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.

12.2. 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.

12.3. Section 504 of the Rehabilitation Act of 1973

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

12.4. 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.

12.5. 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.

12.6. 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.

12.7. Reporting; Violation of Non-discrimination Provisions

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

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

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

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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 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, 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 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: K'Lynn Weber/Chief Deputy Coroner
Address: 225 37th Avenue, 3rd Floor, Suite A31, San Mateo, CA 94403
Telephone: (650) 312-5295
Email: kweber@smcgov.org

In the case of Contractor, to:

Name/Title: Anthony Kessel/Chief Executive Office
Address: 18625 Sutter Blvd., Suite 500, Morgan Hill, CA 95037
Telephone: (408) 778-0608
Email: Anthony@Vertiq.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. Cloud Computing Policy 2020

19.1. Overview

Cloud computing is defined as on-demand delivery of information technology (IT) resources through the Internet. Such services use a pool of shared resources to achieve economies of scale, provide greater flexibility, and support communication, collaboration, scheduling, sharing, and storage. In most cases, these services are provided on a contractual basis by a third-party vendor and essentially becomes an extension of the County's network. Security concerns in cloud computing include, but are not limited to:

- Loss of control over the maintenance and protection of the data
- Potential loss of privacy due to aggregation of data from other cloud consumers
- Reliance on vendor's services for the security of County data

19.2. Policy Purpose

The purpose of the Cloud Computing Policy is to safeguard the County's data and to mitigate any risks associated with utilizing cloud solutions. This policy outlines best practices to ensure that data will be properly stored and shared when using cloud computing services.

19.3. Scope

The scope of this policy includes all users of the County's network who uses cloud computing services, including vendors, contractors, volunteers, temporary staff, consultants, collectively known as Workforce Members, and any other party who provides services or works on the computer and/or network systems.

19.4. Policy

All cloud computing services shall undergo a security assessment, performed at the time of contract, including but not limited to: security controls, identity and authentication management, password management, auditing, and encryption capabilities. As part of the review process, all cloud services that are currently listed in the Federal Risk Authorization Management Program (FedRAMP) will undergo an abbreviated security review process. Cloud services that are not "FedRAMPed" will undergo a more in-depth security review process. Any cloud service's security level and trustworthiness must match the sensitivity of the data stored on that service. If there are circumstances that fall outside the ability to comply with and/or conform to County policies, an exception waiver may be required.

All cloud computing services must be reviewed and approved by the Chief Information Officer (CIO) or designee before purchase or deployment, including renewals. The CIO or designee

has the right to deny the request and shall provide the reason(s) for doing so as well as alternatives so that a mutually agreeable solution can be developed.

The use of cloud computing services shall comply with all current laws and regulations as well as all County policies. All software stored in the cloud must comply with licensing agreements and copyright laws. Additionally, all internet domains (URLs) associated with County business shall be managed and registered through ISD.

19.5. Software as a Service

Software as a Service (SaaS) solutions must utilize latest version of Security Assertion Markup Language (SAML) authentication (WS-Federation and Okta's Secure Web Authentication (SWA) may be used in lieu of SAML) and integrate with the County's identity provider (currently Okta). Multi-factor authentication is required when the application is accessed from outside of the County's network. If solutions do not utilize SAML authentication or multi-factor authentication, a request for exception, signed by the Department Head, must be submitted to the CIO or designee, for approval. Note: The security assessment may result in a request for exception based on the results of the review and is not limited to the above-mentioned authentication processes.

The cloud environment shall also include a County-approved warning banner upon logon, if capable.

All software must be configured to have a lock-out session after fifteen (15) minutes of idle time. Full auditing, in coordination with ISD, must be enabled to allow for successful and unsuccessful account logon events, account management events, and system events. Audit logs, if performed by another organization, shall be shared with the County upon request or as stated in the underlying agreement. All audit logs must be stored for a minimum of one year.

Contingency plans for disaster recovery must be provided by the vendor in all SaaS solutions including a strategy to restore the data within a specified time frame.

Both Contractor and County roles and responsibilities shall be clearly stated including enforcement mechanisms to meet the required service levels. All parties must also comply with Administrative Memorandum B-1.

The terms and conditions of termination shall be clearly defined along with the disposal and/or transfer of data.

19.6. Self-Provisioning Cloud Services

Self-provisioning cloud services, used to share, store, and/or manage data, present significant data management risks including compromised data, sudden loss of data or service, and changes to the terms of service without notice. Users of self-provisioning cloud services sign up for services through an end-user license at no monetary cost. These cloud computing services, including but not limited to Google Docs and DropBox may not be used for the storage, manipulation, or exchange of County-related data. Furthermore, cloud services shall not be used to store, process, share, or manage any data deemed to be sensitive or confidential, such as data related to the Health Insurance Portability and Accountability Act (HIPAA) or Personally Identifiable Information (PII) at any time.

19.7. Confidential Data

Cloud systems are subject to the same internal standards as those located on-premises. Confidential data may only be stored and managed through a secure vendor that has been approved by ISD as appropriate for confidential data.

All vendors shall comply with all County specified standards and requirements in addition to federal and state mandated standards, such as HIPAA. Compliance shall be detailed within the business case for each application. Vendors must provide information regarding the controls they employ to maintain security on all HIPAA and PII data. The following list includes security concerns that will be evaluated in the security review process. Note that an exception waiver may be required in the event that the listed County requirements are not met.

- How and where vendor encrypts data, both at rest and in motion
- How vendor employees who will have physical access to the network and infrastructure that hosts the application, are vetted
- What third-party audits will be/have been performed to validate vendor controls • What security features are and are not included as part of their SLA
- What constitutes a security event and what their notification policies and procedures are after a security event occurs
- If the backups of the County's data are moved offsite, how are they encrypted • How will data be securely deleted or destroyed as requested
- The vendor's ability to provide patches and update products, including the patch schedules and timeline for end-of-device support
- Assurance that the sharing of the County provided account password will be strictly prohibited

Client data from the cloud may not be transmitted to a personal computing device (such as a flash/thumb drive).

19.8. Other County Policies

The County has other policies that address specific areas of information security including policies on IT security, Internet use, email, mobile technology use, vendor/contractor access, and portable computing. These policies are also applicable and extend to cloud services including the use and storage of information. Departments may have internal policies that also address these issues. These policies are cumulative and in the event of conflict, the policies providing the County with the greatest level of security shall apply.

19.9. Responsibility

Departments shall be responsible for providing security awareness and training to all users of devices or electronic media containing Personal Health Information (PHI) or PII as it relates to the HIPAA requirements for all data under their control. ISD will be responsible for providing Countywide security awareness and training

19.10. Policy Enforcement

The CIO or designee is the policy administrator for information technology resources and will ensure that this process is followed. Additionally, Division Directors, managers, and Department Heads are responsible for compliance with County policies within their respective administrative areas.

Any violations of this policy shall be reported to the CIO or designee. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment. For violations of patient confidentiality, the procedures of the Patient Confidentiality Sanctions Policy as regulated by HIPAA will apply. Vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

19.11. Revision History

Effective Date	Changes Made
7/31/2018	Policy established
6/22/2020	Policy revised

20. Additional Technology Terms and Conditions

20.1. 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, including, but not limited to, patient files, 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.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

20.2. Warranty

The software provided by Contractor under this Agreement (Software) is subject to a warranty. Contractor warrants to County that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Contractor's knowledge, County's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Contractor, Contractor warrants to County that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added.

To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Contractor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Contractor is authorized to make any other warranties or to modify this warranty. County is required to inform Contractor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation.. In the event of a breach of this warranty, County's remedies include the following, to be selected at County's sole discretion: if County agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Contractor shall provide a refund for the full amount County reasonably attributes to the partial breach of warranty; if County determines that the Software is materially in breach of warranty, Contractor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: VertiQ Software LLC

	<u>07/16/2026</u>	<u>Anthony Kessel</u>
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:

Contractor will deliver and implement the Moon Forensic Case Management System (CME Moon), a 100% web-enabled, ADA compliant and mobile-compliant solution.

1. Technical Approach: Security & Accessibility

Contractor will deploy CME Moon as a 100% web-based, cloud-native solution.

- **Accessibility:** CME Moon shall be accessible via Chrome, Firefox, and Safari on any device (desktop, tablet, mobile) without local software installation.
- **Identity Management:** CME shall fully integrate with the County's SSO platform via SAML for secure, role-based authentication.
- **Data Sovereignty:** All PII data shall be encrypted at rest (AES-256) and in transit (TLS 1.2+). All physical data storage remains exclusively within United States-based, CJIS-compliant data centers.
- **Cybersecurity:** Contractor shall maintain during the term of the Agreement comprehensive cybersecurity insurance, covering data breach, professional liability, and network security.

2. Functional Strategy: Case & Data Management

Contractor, through the CME Moon platform, will provide County case and data management configured to mirror the forensic lifecycle:

- **Intake & Multiple Death Incident:** CME Moon's "Dynamic Intake" tool allows for rapid record creation and, for mass fatality incidents, CME Moon utilizes a "Parent-Child" record linking system to manage multiple decedents under a single investigative umbrella.
- **Collaboration:** CME Moon's integrated communication tools allow staff to "email to a case," automatically attaching external correspondence directly to the digital case file.
- **Analytics:** CME Moon's real-time dashboards provide "At-a-Glance" status updates on workloads and performance metrics

3. Implementation: Contractor's implementation of CME Moon includes full data migration, system configuration, and user training, with the goal of achieving a successful go-live in the shortest possible time. Key characteristics of this implementation phase include:

- Preservation of existing workflows and functionalities
- Seamless migration of historical and operational data
- Adoption of new features and efficiencies inherent to our product
- Simplified training and onboarding for rapid user adoption
- A go-live supported by on-site trainers to ensure a smooth transition

4. Ongoing Support & Maintenance

Post-implementation, Contractor will provide ongoing support and maintenance of CME as follows:

- **Dedicated Help Desk:** Top level support with contractually guaranteed response times.
- **Maintenance Windows:** Regular system updates and security patches will be performed during off-peak hours with a minimum 48-hour advance notice to County contacts.
- **API Openness:** The system provides robust API interfaces should the County require future integrations with the State's EDRS or law enforcement systems.

Scope Of Work and Milestones:

Phase 1: Initiation and Discovery (Milestone I)

The project begins with a formal Kickoff and Project Set Up to align Contractor and County teams on the fundamental goals. During this Phase 1, Contractor will perform detailed Data Mapping and define the Final Scope. Contractor will ensure that CME Moon is configured to support the transition of County's legacy data fields while maintaining 100% functional continuity.

Phase 2: Iterative Development and Early Validation (Milestone II)

In this phase, the project moves into active configuration of core forensic workflows. Contractor will prioritize the Investigation Workflow, including the creation of essential Investigation Reports and Templates. To ensure technical accuracy, Contractor will execute a Partial DB Conversion and perform the First UAT (User Acceptance Testing) Delivery, an iterative "Sandbox" approach that allows users to interact with their actual data early in the process, ensuring the user interface remains intuitive for staff with varying levels of technical expertise.

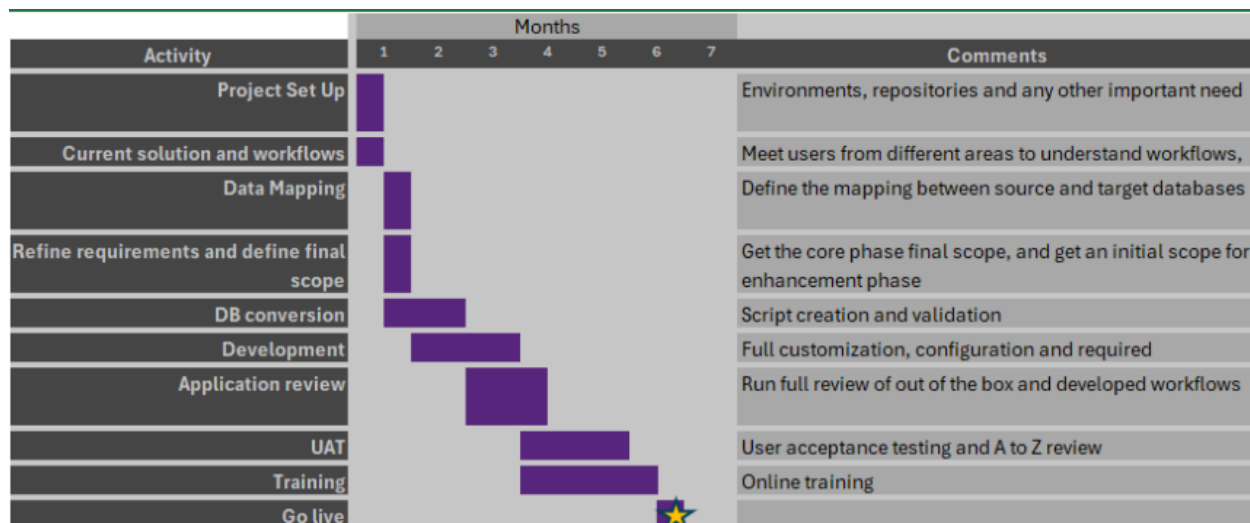
Phase 3: System Refinement and Final Testing (Milestone III)

Contractor will continue to refine and test the EMS Moon system, resulting in Final UAT Delivery.

Phase 4: Readiness and Launch (Milestone IV)

Contractor will perform a Full Application Review to confirm all security requirements—including encryption at rest and in transit—are fully operational. Contractor will perform Final Adjustments based on UAT feedback to eliminate any workflow bottlenecks. The project concludes with comprehensive Training and the formal Go-Live.

The following table summarizes the EMS Moon launch timeline, broken down by activity and by month for the duration of the proposed six- to seven-month timeframe.



Note that online training efforts reflected in the above table will depend on County preference and may vary based on:

- The number of County users who wish to participate in live training sessions
- How much internal train-the-trainer activity County intends to perform
- The extent of self-paced learning or internal knowledge transfer County wishes to undertake
- Whether County wants broader or more targeted sessions by role

Note further that the above table provides a stable baseline, but both Parties may increase participation during:

- Requirements and workflow workshops
- Validation cycles
- Data mapping and conversion reviews
- UAT sessions
- Training and Go-Live preparation

Below is a list of new features/enhancements that are available in the EMS Moon application:

1. Improved layout design, easier to read and access.
2. Improved UI design for more effective data entry.
3. Improved administration features for user experience configuration
4. New flexible Web API which allows secure modern integration capabilities.
5. Off-line mode
6. AI Chat Bot
7. Ability to submit support tickets from within the application
8. Auto-Save throughout the application
9. WAI-AAA / WCAG 2.2 compliant
10. Built in Barcode scanner
11. Upload files from any page
12. User notification – Displays when another user is working on the same case.
13. Case association notifications
14. Help tutorial videos
15. Organization dropdowns – Driven by the Microsoft Azure search engine
16. Email reports and case files securely from the application

17. Capture digital signatures
18. Global search, allow users to find menu items, forms, cards, fields or individual cases
19. Grids' filters can be saved for future re-use
20. Dark mode

Performance Measure & Quality Assurance:

1. System Responsiveness & Technical Availability

- **Uptime Reliability:** Contractor will maintain a 99.95% system availability rating (excluding scheduled maintenance).
- **Transaction Latency:** 95% of standard queries (e.g., decedent searches) shall return results in less than 1.5 seconds.
- **Concurrent User Load:** EMS Moon shall maintain peak performance levels with up to 15 simultaneous users without any degradation in processing speed.

2. Operational Efficiency (Workflow Velocity)

- **Case Creation Speed:** EMS Moon will reduce the average time required to initialize a new case file and generate a unique case number
- **Automated Reporting:** 100% of mandatory reports shall be generated in EMS Moon via one-click automation, eliminating manual data entry hours.

3. Data Integrity & Quality Control

- **Migration Accuracy:** EMS Moon will achieve 100% data fidelity for the 22 GB database and 2.71 TB of file storage migrated from the legacy system.
- **Audit Trail Transparency:** 100% of case modifications will be captured in the permanent, non-repudiable audit log, including user ID, timestamp, and "before/after" values.

Assurance:

1. Dedicated Key Personnel Commitment

Contractor's Principal Project Manager, Marcelo Paillet, as well as its Chief Technology Officer, Architect, and Engagement Manager will perform the work as described in this Exhibit A and will remain assigned to County's project for the duration of the Agreement.

2. Prior Approval of Personnel Changes

No key individual identified herein will be substituted, replaced, or reassigned to other projects in a manner that impacts the quality or timeline of this engagement without County's prior written approval. In the event that a personnel change becomes unavoidable due to circumstances beyond Contractor's control (such as medical leave), the following continuity protocol shall apply:

- **Notification:** Contractor will provide County with immediate written notice of any required change.
- **Equivalent Qualification:** Any proposed substitute will possess professional qualifications, experience, and forensic domain expertise equal to or greater than the individual being replaced.

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 (depending on whether County in its sole discretion opts for either 12 or 15 licenses):

Description	Total Hosted for 12 users	Total Hosted for 15 users
Initial Set-Up Fees	\$0.00	
Hosted Fees - Year 1	\$18,801.00	\$24,201.00
Storage Fees - Year 1	\$3,571.91	\$3,571.91
TOTAL YEAR 1 FY2026-27	\$22,372.91	\$27,772.91
Hosted Fees - Year 2	\$18,801.00	\$24,201.00
Storage Fees - Year 2	\$4,147.91	\$4,147.91
TOTAL YEAR 2 FY2027-28	\$22,948.91	\$28,348.91
Hosted Fees - Year 3	\$18,801.00	\$24,201.00
Storage Fees - Year 3	\$4,723.91	\$4,723.91
TOTAL YEAR 3 FY2028-29	\$23,524.91	\$28,924.91
Hosted Fees - Year 4	\$18,801.00	\$24,201.00
Storage Fees - Year 4	\$5,299.91	\$5,299.91
TOTAL YEAR 4 FY2029-30	\$24,100.91	\$29,500.91
Hosted Fees - Year 5	\$18,801.00	\$24,201.00
Storage Fees - Year 5	\$5,875.91	\$5,875.91
TOTAL YEAR 5 FY2030-2031	\$24,676.91	\$30,076.91
Other Fees - upgrade to CME Moon version	\$60,000.00	\$60,000.00
TOTAL	\$177,624.55	\$204,624.55

Storage fees are based on estimated data storage. If actual storage exceeds these estimates, the County will be billed for the additional amount.

The project is structured into four primary milestones with a total cost of \$60,000.00:

Milestone	Scope	Percentage	Price
Milestone I	Kickoff, Project Set Up, Data mapping, Define final scope	30%	\$ 18,000.00
Milestone II	First UAT Delivery, Investigation workflow completed, Investigation Reports and Templates, Partial DB Conversion	20%	\$ 12,000.00
Milestone III	Final delivery to UAT	30%	\$ 18,000.00
Milestone IV	Full application review, Final adjustments, Training, Go-Live	20%	\$ 12,000.00
Project Total			\$60,000.00

In no event shall County's maximum fiscal obligation exceed the amount provided in Section 3 of the Agreement.