

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ORIGAMI RISK LLC

This Agreement is entered into 28 day of January, 20 25, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Origami Risk LLC, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of a Risk Management Information 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
- Attachment H—HIPAA Business Associate Requirements
- Attachment IP – Intellectual Property
- Attachment A – Cloud Computing Policy
- Attachment P – Personally Identifiable Information
- Attachment I—§ 504 Compliance

Capitalized terms that are not defined in the body of this Agreement shall have the meanings set forth in Exhibit A.

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement and Statement of Work attached in Exhibit A (and not including any additional statements of work, addenda or other written agreements between the parties after the date of this Agreement) with respect to services performed by Contractor during the Initial Term (as defined below) exceed Nine Hundred Twenty-Three Thousand Eight Hundred Sixty-Three Dollars (**\$923,863.00**).

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1st, 2025, through January 31st, 2030 (the "Initial Term").

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by County at any time if the other party breaches any material term (including, without limitation, County's payment obligations or Contractor's material nonperformance) and fails to cure such breach within 30 days after receipt of written notice thereof. 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. If County terminates this Agreement for Contractor's breach in accordance with this Section, Contractor shall refund to County, within 45 days of the effective date of such termination, any prepaid but unearned fees paid to Contractor in advance by County. County's failure to cause a User (as defined in Exhibit A) to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by County.

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 funding.

Upon the termination of this Agreement: (i) Contractor shall deactivate the Permissions and cease providing services to County, and County and its Users shall cease use of the services (ii) Contractor shall invoice County for all accrued fees, including the full amount of any implementation fees specified in Exhibit A or Exhibit B, and all reimbursable expenses. County shall pay the invoiced amounts, including from previously issued invoices, within 30 days of County's receipt of such invoice; and (iii) if requested by County no later than 30 days of the termination of this agreement and not more often than annually, and if County has paid all invoiced fees, Contractor will at its expense provide electronic files containing County's data for claims, transactions, locations, policies, values, fleet, contacts, notes, and tasks. Additionally, upon termination of this Agreement, the parties may agree in writing for the provision by Contractor of certain transition services at Contractor's then-prevailing hourly rates. The term and scope of such transition services shall be as set forth in a written agreement between Contractor and County.

Rights and obligations under this Agreement which by their nature should survive shall remain in effect after the termination or expiration of this Agreement.

6. Contract Materials

Except as otherwise set forth in Attachment IP, at the end of this Agreement, or in the event of termination, all County Data (as defined in Exhibit A) shall remain the property of County as set forth in Attachment IP.

7. Relationship of Parties

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

8. Hold Harmless

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 the performance of any work or services required of Contractor under this Agreement, brought by a third party for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents; or
- (B) damage to any tangible personal 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) 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, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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, or (iii) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Agreement and refund to County any prepaid but unearned fees paid to Contractor in advance by County prior to the effective date of the termination.

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, and/or (c) use of any services under this Agreement in combination with a product not supplied by Contractor or use of any services under this Agreement other than in accordance with this Agreement or the Documentation (as defined in Exhibit A).

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

Neither party shall assign this Agreement or any portion of it to a third party (and Contractor shall not subcontract with a third party to provide services required by Contractor under this Agreement) without the prior written consent of the other party. Any such assignment or subcontract without the other party's prior written consent shall give such other party the right to automatically and immediately terminate this Agreement without penalty or advance notice.

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.

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. Contractor shall obtain County's prior written approval (not to be unreasonably withheld) before making any change to the limits or coverage of any insurance policy that would result in a breach of the requirements set forth in this Section. Contractor shall furnish County with certificates of insurance evidencing the required coverage. Contractor shall provide notice, in writing, to County of any pending change in the limits of liability or policy cancellation in violation of the requirements of this Section.

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:

☒ Comprehensive General 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 in breach of any provision of this Section, 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 future payment pursuant to this Agreement.

d. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p>\$5,000,000 per occurrence for Privacy and Network Security,</p> <p>\$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p> <p>The limits set forth herein are combined in a joint cyber policy.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. The policy shall 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.

2) Technology Errors and Omissions

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

11. Compliance With Laws

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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. 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, and the parties agree that Contractor will not be providing services to members of the public under this Agreement, so this Section and Attachment I shall not be applicable to Contractor.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, California Department of Civil Rights, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, California Department of Civil Rights, or other

investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Executive 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 Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Civil Rights, 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, 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.

To effectuate the provisions of this Section, the County Executive 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 if this Agreement's total value listed Section 3, above, is less than two hundred thousand dollars (\$200,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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.

(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 advance written 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 the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations; provided that any such examination shall be subject to appropriate confidentiality restrictions and shall be conducted in a manner that is not materially burdensome to Contractor's business, and the cost of any such examination shall be borne by the examining party and not Contractor.

15. **CONFIDENTIALITY**

(a) Definition. "Confidential Information" means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection. County Data is the Confidential Information of County. Contractor's Confidential Information includes this Agreement and all Proprietary Rights with respect to the Services, Software, Custom Software and Work Product.

(b) Confidential Information. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that: (i) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know; (ii) Contractor shall have a right to disclose County's Confidential Information to County's Affiliates and Service Providers, and Contractor's employees and other agents; and (iii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Agreement.

(c) Exclusions. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and,

absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(d) Survival. The obligations set forth in this Section shall expire two years after termination of this Agreement; provided that the confidentiality obligations for Confidential Information constituting trade secrets shall survive the termination of this Agreement.

16. INDEMNIFICATION BY COUNTY

County agrees to indemnify, defend and hold harmless Contractor, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a County Party; (b) a County Party's violation of any Federal, state or local law, rule or regulation relating to its use of the Service or the conduct of such County Party's business, including such County Party's collection and use of any County Data; (c) a claim, which, if true, would constitute a breach of County's representations and warranties under this Agreement.

17. LIMITATION OF LIABILITY

(a) Disclaimer of Damages. IN NO EVENT WILL CONTRACTOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO CONTRACTOR HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST CONTRACTOR; PROVIDED THAT (I) ANY CLAIM CAUSED BY CONTRACTOR'S NEGLIGENCE AND SECTION 8(a)(C) IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE TO CONTRACTOR HEREUNDER DURING THE 24 MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM IS MADE AGAINST CONTRACTOR AND (II) ANY INDEMNIFICATION CLAIM UNDER SECTION 8 (EXCEPT FOR SECTION 8(a)(C)) OF THIS AGREEMENT SHALL INSTEAD BE LIMITED TO THE AMOUNT OF THE APPLICABLE INSURANCE POLICY LIMIT AS REQUIRED BY SECTION 10 OF THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 17(b) SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION OF CONTRACTOR SET FORTH IN SECTION 8 CAUSED BY THE WILLFUL MISCONDUCT OF CONTRACTOR OR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF CONTRACTOR SET FORTH IN SECTION 15 OF THIS AGREEMENT DUE TO THE WILLFUL MISCONDUCT OF CONTRACTOR.

18. EXPORT CONTROL

(a) Export. County shall not export or re-export any Software, Custom Software or Services without the prior written authorization of Contractor and, as may be required under United States laws and regulations, the prior written authorization of the United States Department of Commerce or other relevant agency of the United States Government. County also agrees that it will not knowingly export or re-export, directly or indirectly, any Software, Custom Software or Services (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List, Supplement No. 4 to 15 C.F.R. § 744; (iii) to any person or entity on the Department of Commerce Denied Persons List, currently available on the Internet at <https://www.bis.doc.gov/index.php/the-denied-persons-list>; (iv) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control; or (v) to any entity or individual contained in the lists of prohibited entities and persons maintained by the Office of Foreign Assets Control, including the Specially Designated Nationals and Blocked Persons List, currently available on the Internet at <https://ofac.treasury.gov/sanctions-programs-and-country-information>.

(b) Disclaimer. Contractor makes no representation that the Service is appropriate or available for use in other locations. If County uses the Service from outside the United States of America and/or the European Union, County is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to United States or European Union (including European Union Member States) law is prohibited.

19. Publicity

Contractor may publicize the fact that County has procured a license for the Service. Contractor will not state or imply that County endorses or recommends the Service without the written permission of County. From time to time Contractor may compile and sell databases of risk management information. Subject to Contractor's confidentiality obligations set forth above, County agrees that Contractor may use de-identified and/or aggregated County Data for these purposes: provided that Contractor shall not publicize any identifiable information that can be tracked specifically to County, and Contractor shall otherwise comply with the confidentiality requirements set forth in Section 15.

20. Merger Clause; Amendments; Waiver; Severability

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. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

21. Force Majeure

Contractor shall have no liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on Contractor's server, or any inability to transmit or receive information over the Internet, (each, a "Force Majeure Event") nor shall any such failure or delay give County the right to terminate this Agreement.

22. Certain Remedies

Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Contractor's breach of any provision of Section 15 (Confidentiality) or Section 3(b) of Exhibit A of this Agreement or County's breach of any provision of Section 15 (Confidentiality) or Sections 2 or 3 of Exhibit A of this Agreement with respect to the Service or Contractor's Proprietary Rights or Confidential Information; and (ii) breach of any such provision would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any of the aforementioned provisions, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to obtain injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

23. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement.

24. 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.

25. 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: Zhanna Abuel, Deputy Director/Risk Manager
Address: 500 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 363 4350
Email: zabuel@smcgov.org

In the case of Contractor, to:

Name/Title: Legal Department
Address: 222 N LaSalle Street, Suite 2100,
Chicago, IL 60601 USA
Telephone: (312) 546-6515
Email: legal@origamirisk.com

26. 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.

27. Piggybacking

County hereby agrees that, to the extent agreed by Contractor, any other federal, state or local governmental entity in the United States may rely on (and "piggyback" on) the terms and conditions of this Agreement, including the process used to enter into this Agreement and any pricing set forth in any Statement of Work under this Agreement; provided that any resulting agreement between Contractor and any such governmental entity shall be a separate contractual agreement and shall not impose any obligations or liability on County.

* * *

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

For Contractor: **ORIGAMI RISK LLC**


Contractor Signature

1.5.2025
Date

Earnest Bentley, President, Risk Solutio
Contractor Name (please print)

COUNTY OF SAN MATEO

By: 

Resolution No. 080892

President, Board of Supervisors, San Mateo County

Date: January 28, 2025

ATTEST:

By: 

Clerk of Said Board

Exhibit A

Statement of Work

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for County of San Mateo ("County" or "Client"). These services include 1) Risk Management Information System (RMIS) Implementation, 2) RMIS Licenses, 3) Hosting, and 4) Ongoing Support. These services are provided subject to the below terms and conditions and the underlying contract between the parties.

1) RMIS IMPLEMENTATION

Implementation is the process of configuring the Service for use by Client as contemplated in the "Implementation Scope" section of this SOW. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Based on conversations with the Client, this SOW includes up to 12 hours of professional services for the implementation deliverables set forth in this SOW. In the event that additional hours are needed to complete the implementation deliverables, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Implementation Scope

Configure OKTA within Client's platform for Single Sign On (SSO). Origami will work with Client to perform the following implementation tasks:

RMIS Configuration

Deliverable	Scope
Single Sign On (SSO) without User Provisioning	Origami will assist Client with configuration of SSO between Origami and Client Active Directory (OKTA) using a SAML 2.0 compliant method.
Project Management	<p>Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below:</p> <p>Origami will:</p> <ul style="list-style-type: none">• Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. <p>Client will:</p> <ul style="list-style-type: none">○ Complete all Client assigned project tasks (e.g., discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline.○ Coordinate all activity within Client's organization to complete Client's tasks on the project schedule.○ Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule

CLIENT ROLES AND RESPONSIBILITIES

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.

2) LICENSES AND RECURRING SUBSCRIPTIONS

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	31 User(s)
Light User(s)	17 User(s)
Enterprise-Wide Record Entry	Up to 500 records added per year
	Annual Total for Years 1-3: \$87,400.00 Annual Total for Year 4: \$90,459.00 Annual Total for Year 5: \$93,625.07

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 100,000 Claim(s), Incident(s), Policie(s), and Other Record(s)
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
	Annual Total for Years 1-3: \$40,250.00 Annual Total for Year 4: \$41,658.75 Annual Total for Year 5: \$43,116.80

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
Claims, Transactions, and Notes Feed	Daily Feed From Athens
HR Employee Demographic Import	Encrypted Flat File via SFTP
Incident Batch Import/Export to TPA	Encrypted Flat File via SFTP
Location Feed	Data Feed Selected
Company Nurse Feed	Special Data Processing
Safety National Claim Data Extract	Special Data Processing
	Annual Total for Years 1-3: \$40,250.00 Annual Total for Year 4: \$41,658.75 Annual Total for Year 5: \$43,116.80

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 5 hours of Client Support services per month beginning on the Effective Date.
	Annual Total for Years 1-3: \$15,000.00 Annual Total for Year 4: \$15,525.00 Annual Total for Year 5: \$16,068.38

Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date.

Service Terms and Conditions

1. DEFINITIONS.

“Affiliate” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled.

“County Data” means the data provided or inputted by or on behalf of County, any User or Affiliate of County or any Third Party User for use with the Service.

“County Party” means County and each of its Affiliates and Users.

“Custom Software” means specifically modified reports, dashboard panels, or other features or modules of the Software created by Contractor for County described in a Statement of Work or other written agreement between the parties.

“Documentation” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“Downtime” means one or more Service Interruptions together totaling more than 60 minutes in any one day (12 a.m. – 11:59 p.m.).

“Fees” means the fees payable pursuant to this Agreement as set forth in any Statement of Work.

“Non-Contractor Events” means any (i) act or omission of any County Party, including any delays in their performance or cooperation with respect to the obligations set forth in Section 2(j) below or any Statement of Work; (ii) failure of any County Party’s equipment or software (other than the Service); or (iii) Force Majeure Event.

“Permissions” means the username and password provided to County by Contractor or by County to Users for each User, as the same may be modified under the Service.

“Proprietary Rights” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“Service” means the Software and Custom Software identified in the Statement of Work, together with any Updates thereto. The Service is accessible by County via <https://live.OrigamiRisk.com> or another designated web site or IP address, rendered to County by Contractor.

“Service Interruption” means County is unable to access the Service as provided herein, excluding (i) scheduled maintenance windows of which County is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which County is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided and (iv) interruptions caused by transmission errors, Internet service providers, vandalism, User error or other factors beyond Contractor’s or its direct service providers’ reasonable control.

“Service Provider” means a third-party service provider of County and/or its Affiliates.

“Software” means the object code version of the software products set forth in the deliverables section of any applicable Statement of Work hereto and made available to County under this Agreement by Contractor.

“Statement of Work” means any statement of work entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time and attached hereto in Exhibit A.

“Third Party Technology” means proprietary technology of third parties that Contractor provides, or enables access to, as part of the Service.

“Third Party User” means any customer, consultant or Service Provider of County that is using or accessing the Service on behalf of the County.

“Third Party User Agreement” means the user agreement between a Third Party User and Contractor, as the same may be amended from time to time.

“Updates” means maintenance revisions, improvements, modifications, bug fixes, patches, corrections and enhancements to the Service that are provided by Contractor generally to its customers. The term “Updates” shall not include custom reports or enhancements for which Contractor charges a separate or additional fee.

“User” means any single employee, contractor, agent, customer, investor, consultant or Third Party User of County or any of County’s Affiliates who uses or accesses the Service.

“Work Product” means software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Contractor to County in connection with Custom Software, and all Proprietary Rights subsumed therein.

2. SERVICE.

(a) Service. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Contractor shall grant County a non-exclusive right to permit its Users to access the Service, including all Updates, via the Internet. County, its Affiliates and Users may use the Service solely for internal business of County, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and the applicable Statement of Work or the Third Party User Agreement and Documentation. If Contractor offers County additional features (“Premium Features”) that are not Updates or part of its Service offering, and if County chooses to accept such Premium Features, County and Contractor shall enter into an amended Statement of Work reflecting the Premium Features and the fees (“Premium Fees”) for such Premium Features.

(b) Storage. County may store County Data through the Service up to the amount set forth on the Statement of Work. If the amount of storage used exceeds this limit, County will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work. Contractor will use commercially reasonable efforts to notify County when it has used approximately 80% of its included storage space; and County shall not be liable for any excess storage fees incurred prior to being notified that it has exceeded the amount of included storage space set forth above. Contractor reserves the right to establish or modify its general practices and limits relating to storage of County Data, provided that the minimum amount of storage included without additional charge and any security or privacy measures relating to County Data may not be modified without County’s prior written consent.

(c) Restrictions. Nothing in this Agreement shall be construed as a grant to County of any right to, and County shall not, and shall not permit any County User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that could damage, disable, overburden, or impair any Contractor servers or the networks connected to any Contractor server; (vi) interfere with any third party's use and enjoyment of the Service; (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Contractor server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; or (x) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) Users. County may license the Service to the number of authorized Users as set forth on the Statement of Work. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work, Third Party User Agreement and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work, Third Party User Agreement or Documentation. The Service allows County to grant different levels of access to County Data, to different Users, as described in more detail in the Statement of Work. It is County's responsibility to designate the applicable access to be granted to each User. County shall cause all Users to comply with all obligations of County hereunder, to the extent applicable to Users. Except for County's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User.

(e) Third Party Access. County shall also have the right for County and its Affiliates to permit Third Party Users to access or use the Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, provided that Third Party User has agreed in writing in advance to be bound by at least the same restrictions with respect to the Service as County or has entered into a Third Party User Agreement with Contractor. Any rights granted hereunder with respect to the Service to Third Party Users shall expire or terminate immediately upon the termination of the Agreement in accordance with its terms. County shall be fully responsible for (i) ensuring the compliance of each County Party with the terms and conditions of this Agreement and the applicable Statement of Work, Third Party User Agreement and Documentation and (ii) all violations of the terms or conditions of this Agreement and the applicable Statement of Work, Third Party User Agreement and Documentation by each County Party.

(f) Professional Services. During the term of this Agreement, Contractor will make available to County certain professional services to the extent set forth on the Statement of Work. County may also contract for expanded services for additional days and hours in accordance with Contractor's then-current policies and prices. Notwithstanding the foregoing, Contractor will not be obligated to provide any support required as a result of, or with respect to, County's operating systems, networks, hardware, or other related equipment of County or County's or any of its Users', use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(g) Service Level. Downtime and other Service Interruptions shall not constitute a breach of this Agreement.

(h) Security. Contractor shall provide County with the ability to create, modify and assign Permissions required for each User to access the Service. County shall be solely responsible for safeguarding the Permissions and otherwise complying with the password and security procedures that Contractor may establish from time to time. County assumes full legal and financial responsibility for all instructions of any nature that are reasonably accepted and acted upon by Contractor in accordance with such Permissions. County shall promptly notify Contractor if it becomes aware that the security of its Permissions has been compromised.

(i) County Obligations. County shall: (i) provide Contractor with reasonable access to County's premises as appropriate to enable Contractor to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Contractor; (v) provide the equipment required (<http://www.origamirisk.com/index.php/support/equipment>) to operate the Service; (vi) safeguard the user ID's, passwords and other security data, methods and devices furnished to County in connection with the Service and prevent unauthorized access to or use of the Service; (vii) be responsible for County networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all County Data; (ix) transmit County Data only in an encrypted format, to be mutually agreed by the parties; and (x) take such other actions as are required of County pursuant to this Agreement, including any Statement of Work.

(j) County Warranty. The parties acknowledge and agree that during the term of this Agreement a County Party or other third parties may disclose certain County Data, including personally identifiable data regarding employees or other individuals, to Contractor for the benefit of a County Party. County represents and warrants to Contractor that: (i) each such County Party, and such other third parties are authorized to collect, use and disclose the County Data to Contractor for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such County Party's agreements with or privacy notices to individuals with respect to whom the County Data relates; and (iii) County shall not request Contractor to use, store, disclose or otherwise process County Data in any manner that would not be permissible under applicable law or, if applicable, such County Party's agreements with or privacy notices to individuals with respect to whom the County Data relates, if done by County.

(k) Non-Contractor Events. County acknowledges and agrees that Contractor shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Statement of Work, if such delays or failures result or arise from any Non-Contractor Events.

3. LIMITED WARRANTY.

(a) Software Warranty. Contractor warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Contractor from time to time. County's sole remedy for any breach by Contractor of the warranty provided in this Section shall be replacement of the nonconforming Service, at Contractor's sole expense, as described herein. Contractor shall deliver to County replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the

nonconformity. In the event that County gives Contractor notice of an apparent nonconformity that Contractor reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by Contractor resulting in such determination, including time spent attempting to correct the problem, shall be charged against County's client service hours, or, if client service hours have been exhausted, charged to County at Contractor's then current hourly rate for such services.

(b) Service. Contractor represents and warrants that the Service shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Contractor in performing similar services for other clients. County's sole remedy for breach of this warranty shall be re-performance of the nonconforming Service, provided that Contractor must have received written notice of the nonconformity from County no later than 30 days after the original performance of the Service by Contractor.

(c) Disclaimers.

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, CUSTOM SOFTWARE, WORK PRODUCT, THE SERVICES OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY COUNTY AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CONTRACTOR HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CONTRACTOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE, WILL MEET COUNTY'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY COUNTY IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO CONTRACTOR AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

(iii) Contractor shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a County Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Contractor receives from a County Party or third party sources and including the data's accuracy or completeness, or County's claim handling or other decisions. Contractor disclaims any liability for interception of any such data or communications, including of encrypted data. County agrees that Contractor shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any County Party, other than as authorized by this Agreement.

4. FINANCIAL TERMS.

- (a) Fees. County shall pay to Contractor the Fees as set forth in Exhibit B or as otherwise agreed in writing by the parties.
- (b) Expenses. County shall reimburse Contractor for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Contractor in the course of performing the Service.
- (c) Taxes. County shall be liable for any taxes, charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Contractor's income. All such taxes shall be included in amounts invoiced by Contractor to County.
- (d) Payments. All Fees under this Agreement shall be payable by County in accordance with Exhibit B or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at one percent per month. Except as provided in Section 5 and Section 8(b) of the Agreement, all Fees paid hereunder are non-refundable. If County does not pay an invoice 15 days after notice that Contractor intends to terminate this Agreement for nonpayment, then this Agreement and all of County's rights hereunder will terminate without further notice.

Service Level Agreement

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time. This includes holidays, weekends, and nonbusiness hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes. An incremental database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. County will request urgent support by sending an email to support@origamirisk.com with the word "Urgent" in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately but in no case in more than 2 hours from notice. The target resolution time for an urgent issue is as soon as possible.

County may also call any member of the Origami Risk support team directly.

Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. County will request support by sending an email to support@origamirisk.com. County may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. County is responsible for assigning and maintaining role, location, and coverage security for users. County System Administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a one-way SHA-1 hash algorithm. System locks out user after 5 login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account. Origami Risk uses SSL with 128-bit encryption for all communications over http. Production Origami databases are fully encrypted using 256 bit AES encryption. Claim, Transaction, and Notes data sent to the Origami Risk SFTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the County. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

DATA UPDATES

Claim data updates configured for straight through processing and are received by the Origami Risk SFTP server will be uploaded, converted and available for exception handling within 8 hours. Claim data must be in a consistent and agreed upon format, encrypted, and named properly.

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:

County will pay a **one-time \$2,700.00 fee** for the 12 hours of professional services purchased by the Client for the configuration of Single Sign-On within the Origami platform with OKTA. County will also pay the annual subscription fees as detailed below. Any additional purchases must be pre-approved by County in writing and will be billed to County as incurred.

Fees for the first year of recurring subscription fees and the one-time fee (\$2,700) will be invoiced upon execution of this Agreement. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter.

All fees are subject to applicable sales tax, which will appear separately on each invoice. County shall be liable for any taxes, charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Contractor's income. All such taxes shall be included in amounts invoiced by Contractor to County.

All Fees under this Agreement shall be payable by County within 30 days of invoice date or as otherwise agreed by the parties. Payments remitted after 30 days shall bear interest at one percent per month.

Except as provided in Section 5 and Section 8(b) of the Agreement, all Fees paid hereunder are non-refundable. If County does not pay an invoice 15 days after notice that Contractor intends to terminate this Agreement for nonpayment, then this Agreement and all of County's rights hereunder will terminate without further notice.

Summary of total annual subscription fees discussed above in Exhibit A:

Years 1-3:

Annual Fees (before discount): \$182,900.00

Discount (applied to \$182,900.00): (\$2,500.00)

Total Annual Fee Years 1-3: \$180,400.00

Year 4:

Annual Fees (before discount): \$189,301.50

Discount (applied to \$189,301.50): (\$2,587.50)

Total Annual Fee Year 4: \$186,714.00

Year 5:

Annual Fees (before discount): \$195,927.05

Discount (applied to \$195,927.05): (\$2,678.05)

Total Annual Fee Year 5: \$193,249.00

In no event will the total Agreement amount exceed \$923,863.00

Invoices are to be sent to HR_Finance@smcgov.org or via mail to:

County of San Mateo – HR
Attn: Accounts Payable
500 County Center 4th Floor
Redwood City, CA 94063

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

DEFINITIONS

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

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule,

in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

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

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

Attachment IP

Intellectual Property Rights

1. **Contractor Proprietary Rights.** Notwithstanding anything to the contrary set forth above, as between Contractor and County, Contractor owns all right, title and interest, including all related Proprietary Rights in and to, or related to the Software, Custom Software, Work Product and Service, including all software programs contained therein. To the extent that any such Proprietary Rights do not otherwise vest in Contractor or its licensors, County hereby agrees to promptly assign such Proprietary Rights to Contractor or its licensors, and to do all other acts reasonably necessary to perfect Contractor's or its licensors' ownership thereof, without additional consideration of any kind. Contractor's name, logos, and the product names associated with the Service are trademarks of Contractor or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Software, Custom Software, Work Product, and Service are reserved by Contractor, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Software, Custom Software, Work Product or Service upon County, by implication, estoppel or otherwise. In addition, County agrees and acknowledges that Contractor shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Software, Custom Software and the Service rendered through use thereof all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by County or any User relating to the Service. Such Software, Custom Software and Service, as updated, upgraded, or modified, shall be owned by Contractor as provided in this Section. Nothing in this Section shall affect the ownership by County of all County Data as provided below or other County proprietary information.
2. **County Data.** County shall own all right, title and interest in and to the County Data, which shall never be deemed to be Software, Custom Software, or Service, even if delivered or incorporated therewith. Contractor shall have no responsibility, whatsoever, for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of County Data, and Contractor shall not review, monitor or check the County Data except as necessary to provide the Service to County. Contractor shall not be responsible or liable, in any way, for the deletion, destruction, damage or loss of any County Data through no fault of Contractor or its providers without limiting Contractor's liability to maintain backup data as set forth in the Statement of Work.
3. **Custom Software.** As between Contractor and County, Contractor shall be the sole and exclusive owner of all right, title, and interest in and to all Work Product and all Proprietary Rights subsumed therein. County expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Contractor shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to County as part of the Service to the extent set forth in the Statement of Work, and County shall have no other right to use any Work Product.
4. **Notices of Infringement.** In the event County discovers or is notified of an actual or suspected infringement of the rights of Contractor or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "Infringement"), County shall immediately notify Contractor of such known or suspected Infringement and terminate such Infringement to the extent within County's control. County agrees to reasonably cooperate with and assist Contractor (at Contractor's sole expense) in protecting, enforcing and defending Contractor's rights in and to the Service.

Attachment A

County Cloud Computing Policy 2020

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

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.

Scope

The scope of this policy includes all users of the County of San Mateo'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.

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. 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 County's 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.

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). Such integration can be done if purchased by County from Service Provider. 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-mention authentication processes.

The cloud environment shall also include a County-approved warning banner upon logon, if capable. If capable and if required by County, County can purchase hours from Service Provider to enable this banner if it cannot do so itself.

All software must be configured by the County 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. The foregoing can be configured by or for the County through implementation hours as purchased from the Service Provider.

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 vendor and County roles and responsibilities shall be clearly stated including enforcement mechanisms to meet the required service levels.

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

Confidential Data

Confidential Information shall be treated in accordance with the terms of the underlying agreement. Client data from the cloud may not be transmitted to a personal computing device (such as a flash/thumb drive).

Responsibility

County 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.

Policy Enforcement

Vendors who violate this policy may be subject to contract termination in accordance with the terms of the terms of the underlying agreement. Legal penalties, both criminal and civil, depending on the misconduct.

Additional Technology Terms and Conditions

Disentanglement

Transition services will be provided as set forth in the underlying contract between the parties.

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

Definitions

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

a. [Reserved]

b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII.

c. **"Contractor"** means Origami Risk LLC or any subcontractors specifically engaged by Origami Risk LLC pursuant to the underlying agreement for performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII as used herein is limited to that information which is contained in County Data.

e. **"Security Incident"** means the reasonably suspected or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which results in the unauthorized access, use, disclosure, modification, or destruction of PII.

Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement or as otherwise authorized or required by law in the performance of Contractor's obligations as set forth in this Agreement. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. [Reserved]

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

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

Use of Safeguards by Contractor to Protect PII

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

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

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

d. [Reserved]

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

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. [Reserved]

h. Contractor shall ensure that PII is used and stored in the cloud.

i. [Reserved]

j. [Reserved]

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement.

l. [Reserved]

m. [Reserved]

n. [Reserved]

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using industry standard encryption measures. The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have industry standard administrative, physical, and technical controls in place designed to protect that data, based upon a risk assessment/system security review.

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

r. [Reserved]

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

- i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- iii. At a maximum, all applicable patches will be installed within industry standard timeframes.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password. Contractor shall follow industry standard practices in regards to password management for its personnel.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with industry standard measures, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session.
- x. [Reserved]
- y. County may turn on change history in the software-as-a-service application to track changes made to fields within the software-as-a-service application. .
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using industry standard measures. It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

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

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

ii. [Reserved]

jj. [Reserved]

kk. [Reserved]

ll. [Reserved]

mm. [Reserved]

Reporting of Breaches Required by Contractor to County; Mitigation

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

b. Contractor shall reasonably comply with the County's requests to allow County to meet its notification requirements under State and Federal Law.

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

Permitted Uses and Disclosures of PII by Contractor

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

Obligations of County

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

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

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

Permissible Requests by County

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

Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, if requested by the County within 30 days of such termination, Contractor shall return (in an industry standard format) or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

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

Miscellaneous

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

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

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

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