

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TACTIS, LLC

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Tactis, 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 providing maintenance, support, and enhancements for the County's website content management system.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million Dollars (\$1,000,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 27, 2026, through January 26, 2031.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship 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 this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. **Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United

States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by

Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000
- (d) Cyber Liability\$5,000,000

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

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

11. Compliance With Laws

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

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

12. Levine Act Compliance

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

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status,

religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

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

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

h. Compliance with Living Wage Ordinance

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

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written

statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

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

17. 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.

18. 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: Michael Wentworth, Director/CIO Technology Services Department
Address: 455 County Center, 3rd FL, Redwood City, CA 94063
Telephone: 650-363-4548
Facsimile: 650-363-7800
Email: ISD_Procurement@smcgov.org

In the case of Contractor, to:

Name/Title: Todd Coen
Address: PO Box 96503 PMB 28783
Telephone: 301-389-0198
Facsimile:
Email: todd.coen@tactis.com

19. 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.

20. Payment of Permits/Licenses

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

21. Reimbursable Travel Expenses

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

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related


travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: TACTIS LLC


Todd Coen (Jan 13, 2026 12:34:21 EST)
Contractor Signature

Jan 13, 2026
Date

Todd Coen
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

1. Introduction & Purpose

The Contractor will provide maintenance, support, and development services for the County's website content management system. The Contractor will ensure the County's Drupal-based digital platform continues to provide stable, secure, accessible, and citizen-centered services. The County's website is a critical public resource, services as the digital front door for residents, businesses, and stakeholders seeking information, transparency, and services.

The Contractor will support these services by providing:

- 24/7 issue visibility and on-call escalation for critical incidents
- Operations and Maintenance (O&M) services under a predictable 960-hour allocation model, with monthly installments, quarterly true-ups, and rollover flexibility within the contract year.
- Agile enhancement delivery, including Drupal 11 upgrade, CKEditor 5 migration/upgrade, and hosting transition support.
- Full accessibility compliance (WCAG.2.1 AA), security patching, and proactive vulnerability management.
- Collaborative governance through agile sprint reviews, monthly reporting, and quarterly steering committee sessions to align priorities and ensure transparency.

2. Scope of Work

The Contractor will provide the County with Drupal Website Support, Maintenance, and Development Services. The agreement encompasses ongoing operations and maintenance (O&M), backlog execution, and agile delivery of enhancements, all aligned to County priorities and governed by the service levels outlined in Section 9.

2.1 In-Scope Services

Contractor will provide the following services as part of this agreement:

Operations & Maintenance (O&M) Essentials

- Apply security patches and system updates according to industry best practices.
- Perform continuous monitoring for vulnerabilities, with on-call escalation for critical incidents.
- Execute routine accessibility checks to maintain WCAG 2.1 AA compliance.
- Provide proactive platform health checks and performance tuning.
- Deliver monthly usage (burn) reports, Jira reports, and narrative summaries of work completed.
- Support and maintain the full Drupal application stack, all integrations and customizations, including but not limited to:
 - Drupal Application
 - Drupal database
 - PHP
 - All Drupal modules, customizations, enhancements, and configurations
 - CKEditor
 - Custom-built REACT-based content editor (<https://react-page.github.io>)
 - Outline design system (<https://github.com/phase2/outline/>)
 - SSO integration for all Drupal environments
 - Website search functionality and integrations, including SOLR and Swifttype
 - Integrations with external APIs, including GovDelivery, Granicus, GIS maps

- Maintain County's source code within County's Github repository.

Backlog Execution

- Execute County-prioritized backlog items within the allocated hours.
- Support bug fixes, minor enhancements, and functional improvements.
- Track progress and completion via Jira and sprint reporting.

Enhancements and Projects

- Deliver defined initiatives under separate task orders.
- Task orders may be structured as Firm Fixed Price (FFP) when scope is well-defined or Time & Materials (T&M) at the agreed-upon rate card pricing.
- Examples include Drupal 11 readiness, CKEditor 5 migration, and hosting transition support.

Governance and Reporting

- Provide monthly invoice packages with utilization and status updates.
- Conduct quarterly "true-up" sessions that will review actual burn against the 960-hour annual allocation, rebalance priorities, and adjust the pacing of future work to ensure full utilization within the contract year. No contract amendment is required unless total hours exceed the 960-hour limit
- Participate in quarterly steering committee meetings to confirm alignment with County objectives.

2.2 Out of Scope

The following items are excluded from this agreement unless authorized under a separate task order or change request:

- Third-party costs such as hosting, photography, licensing, travel, etc.
- Content creation beyond migration (e.g., new articles, County-generated media).
- Large-scale replatforming efforts beyond approved enhancement task orders.
- Unless explicitly scoped, any development or integration unrelated to the Drupal ecosystem

2.3 Annual Allocation Model

- Commitment: 960 hours per year, anchored to 80 hours per month.
- Flexibility: The County may run above or below 80 hours in a given month, with rollover permitted within the same contract year.
- Expiration: Unused hours expire at year-end.
- Overages: Additional hours beyond the 960 annual allocation require County authorization and will be billed on a T&M basis at the agreement's rate card.

3. Deliverables

The Contractor will produce the following deliverables under this agreement. Deliverables are grouped into O&M (baseline) and Separately Scoped Enhancements.

3.1 Operations & Maintenance Deliverables

- Project Management Deliverables
 - Project Management Plan (initial) and updates as required
 - Monthly:
 - Burn report detailing hours consumed, remaining allocation, and forecast utilization
 - Jira report submitted with each invoice
 - Quarterly:

- True-up checkpoint reviewing utilization against the 960-hour allocation
 - Steering committee session to confirm priorities, risks, and pacing
- Annually:
 - Year-end utilization summary
 - Strategic planning session to align next year's allocation and enhancement roadmap
- Technical & Quality Deliverables
 - Applied security patches and system update logs
 - Accessibility audit reports demonstrating WCAG 2.1 AA compliance
 - QA/test reports for bug fixes and incremental changes
 - Monthly: Routine patching, accessibility checks, and minor fixes
 - Quarterly: Performance health check summaries

3.2 Separately Scoped Efforts & Major Enhancements

For task orders and major enhancement efforts, the Contractor will provide additional deliverables as defined in each task order. These may include, but are not limited to:

- Discovery & Design
 - Requirements documentation and user research artifacts
 - UX wireframes, prototypes, or design comps
- Technical Deliverables
 - Platform upgrade packages (e.g., core version updates, module migrations)
 - Integration or feature enhancement builds
 - Hosting transition plans and migration documentation
- Quality & Compliance
 - User Acceptance Testing (UAT) scripts and reports
 - Accessibility compliance certifications
 - Security assessment reports
- Training & Knowledge Transfer
 - Training session materials and recordings
 - Administrator and end-user documentation
 - Knowledge transfer handoffs for County staff

Each enhancement or project will define acceptance criteria and deliverables in its task order, with work structured as a Firm Fixed Price (FFP) or Time & Materials (T&M) depending on the scope.

4. Project Schedule & Milestones

The County of San Mateo engagement will be delivered under a phased, cadence-based schedule for O&M activities, supplemented by separately scoped enhancement milestones as authorized.

4.1 Enhancements & Project Milestones

Enhancements and separately scoped projects will follow an Agile delivery framework, with milestones established per task order. These typically include:

- Discovery & Planning: Requirements definition, success metrics, and backlog alignment
- Design & Prototyping: UX wireframes, prototypes, or design comps for County review
- Development & Configuration: Build and integration activities in iterative sprints
- Quality Assurance & Testing: Accessibility, performance, and security validation
- Training & Knowledge Transfer: Materials, sessions, and documentation delivery
- Deployment & Transition: Launch of enhancement into production

Schedules will be mutually agreed upon at each task order's initiation, with clear milestones and acceptance criteria documented.

4.2 Governance Rhythm

The Contractor and the County will maintain a structured governance rhythm to ensure alignment:

- Daily: Ticketing system acknowledgment (per SLA)
- Weekly: Sprint planning/review with County product owner
- Monthly: Stakeholder review of progress and risks
- Quarterly: Steering committee session for strategic alignment and true-up
- Annual: Strategic planning session for allocation and roadmap

5. Roles & Responsibilities

Successful delivery of this agreement depends on clear division of responsibilities between the Contractor and the County.

5.1 Contractor Responsibilities

Contractor will:

- Provide qualified personnel, including project management, Drupal engineers, QA testers, and accessibility specialists.
- Deliver services and artifacts defined in this agreement (O&M baseline and enhancement task orders).
- Maintain compliance with applicable standards, including WCAG 2.1 AA, Section 508, and County IT security requirements.
- Manage project risks, schedule, and resource allocation per agreed plans.
- Provide transparent reporting via monthly burn reports, Jira report, and quarterly true-ups.
- Ensure incident response per the defined Service Level Agreement (SLA) (e.g., 15-minute acknowledgment for critical issues, escalation as needed).
- Conduct quarterly steering committee meetings with County leadership to align priorities and report on performance.
- Provide training, knowledge transfer, and documentation to enable County staff to utilize the system.
- Make Drupal engineers and developers available to join meetings as needed to discuss issues and development objectives.
- Ensure Jira ticket notes are continuously updated with current status, development activities, issues/blockers, comprehensive test results, and next steps.

5.2 County Responsibilities

The County will:

- Provide timely access to required systems, data, environments, and tools necessary for work execution.
- Assign a Product Owner/Point of Contact empowered to make prioritization decisions and provide approvals during sprint cycles.
- Deliver content, branding assets, and approvals within agreed timelines to prevent delays.
- Participate in sprint planning, demos, and user acceptance testing (UAT).
- Provide timely feedback on deliverables and sprint outputs to ensure alignment with County needs.
- Engage the hosting provider first for hosting-related issues (per SLA), then escalate to the Contractor for coordinated resolution.
- Approve invoices and milestone completions in a timely manner.

5.3 Joint Responsibilities

The Contractor and the County will jointly:

- Participate in regular sprint reviews and retrospectives.

- Ensure risk management and mitigation are reviewed quarterly.
- Maintain Jira as the authoritative system of record for ticketing, backlog, and progress tracking.
- Collaborate on strategic planning for enhancement roadmaps and annual allocation utilization.

6. Assumptions

The following assumptions apply to this agreement:

- **Annual Allocation Model**
 - Services are delivered under a 960-hour annual allocation, billed as 80 hours per month.
 - Hours may roll forward month-to-month within the same contract year but expire at year-end.
 - Unused hours do not carry over into the next contract year.
- **Overages**
 - Additional hours beyond the 960 annual allocation require written County authorization.
 - Such work will be billed on a Time & Materials (T&M) basis at the agreed rate card or under a separate Firm Fixed Price (FFP) task order.
- **Enhancements**
 - The County and the Contractor anticipate approximately 480 hours of enhancements to be scheduled via task orders including items like Drupal 11 readiness, CKEditor 5 migration, and hosting transition support.
- **County Engagement**
 - The County will provide timely access to stakeholders, systems, and environments required for progress.
 - A designated County Product Owner will be available for scrums, backlog grooming, sprint planning, prioritization, and approvals.
 - The County will be responsible for ensuring that blockers are removed in a timely manner and that the backlog and workload support an average of 80 hours/month.
 - County approvals will be provided within five (5) business days unless otherwise agreed.
- **Hosting Engagement**
 - The County will engage its hosting provider first for infrastructure-related issues.
 - The Contractor will coordinate with the hosting provider as needed to support resolution.
- **Governance & Reporting**
 - Monthly burn reports and Jira reports will accompany invoices.
 - Quarterly true-up sessions will be used to rebalance priorities and ensure full utilization of annual hours.
- **Training**
 - Training will be delivered virtually.
 - Training sessions will be limited to agreed County staff roles; expanded sessions may require additional hours or task order authorization.
- **Change Management**
 - Changes that can be absorbed through the routine Scrum process (e.g., reprioritization of backlog items, adjustments within the 960-hour allocation) will be managed collaboratively without requiring formal amendment.
 - Any change in scope beyond the baseline allocation or outside the defined contract scope will be managed through a formal Change Request (CR) process, requiring mutual agreement on schedule, deliverables, and cost impacts.

7. Acceptance Criteria

A deliverable or work item will be considered and accepted when all of the following conditions have been met:

- **Functional & Design**
 - The deliverable meets the requirements documented in the Discovery Report, backlog ticket, or task order acceptance criteria.
 - For enhancements, acceptance criteria will be defined at the user story/task order level and validated in sprint reviews or UAT.

- Quality Assurance
 - The deliverable has passed internal Contractor QA processes, including automated and manual testing, cross-browser/device validation, and accessibility verification.
 - QA/test reports are available to the County for review.
- Accessibility & Compliance
 - The deliverable complies with WCAG 2.1 AA accessibility standards, Section 508 requirements, and applicable County IT security standards.
- Documentation & Reporting
 - Associated documentation (e.g., sprint notes, burn reports, or training materials) has been provided as required.
- County Review & Approval
 - The County has five (5) business days from delivery to review the work.
 - If rejected, Contractor will remediate identified issues and resubmit for acceptance.

8. Management & Governance

The Contractor will apply a structured yet flexible management approach that combines agile delivery methods with clear governance and oversight. This ensures transparency, accountability, and alignment with the County's mission and evolving priorities.

8.1 Project Management Approach

- The Contractor will use an Agile Scrum methodology, organized into two-week sprints.
- Sprint planning, backlog grooming, and sprint reviews will be conducted with the County Product Owner to set priorities and validate progress.
- Jira will serve as the system of record for backlog management, ticket tracking, and sprint reporting.
- Bi-weekly standups with County's product owner, weekly sprint reviews, and monthly stakeholder sessions will ensure alignment at multiple levels.

8.2 Communication Cadence

- Daily: Contractor's staff will acknowledge and update tickets in the ticketing system (Jira) daily according to the SLA response times based on severity (Section 9).
- Weekly: Sprint planning/review sessions with the County Product Owner.
- Monthly: Stakeholder review with burn reports, Jira report, and risk/status updates.
- Quarterly: Steering committee session with County leadership to review performance, backlog health, allocation utilization, and strategic priorities.
- Annual: Strategic planning session to align the next year's allocation and enhancement roadmap.

8.3 Business Hours Support - Submitting Tickets

During regular business hours for all Severity Levels (1-4) and after hours for Severity Levels 3-4, the County will email support@tactis.com the details of the issue including page link, issue description, supporting screenshots or documents, the priority, and desired delivery deadline. This will create a ticket in the Contractor's Jira Service Desk. A member of the Contractor's support team will reach out with questions or clarifications and will communicate via Service Desk to resolve the issue. When tickets are updated, the client submitter will receive an email notification.

8.4 After-Hours Support - Hotline

For Severity Level 1-2 issues that occur outside of regular business hours, the County will follow the steps in 8.3 to submit a ticket, and also contact Contractor's after-hours support line at 202-888-4604, which routes directly to the on-call support team. The County should provide a clear description of the issue, the affected functionality, any relevant URLs, and a summary of observable impacts. When the Contractor receives the call, a Contractor on-call team member will confirm the issue in the Contractor's Jira Service Desk and initiate triage. Follow-up communication, updates, and resolution details will be conducted through the Service Desk, and the County's submitter will receive email notifications as the ticket progresses.

Note: The Contractor is not responsible for hosting services. Any outages or hosting-related incidents should be reported directly to the County's hosting provider, and the Contractor may be copied. Once hosting availability is restored, the Contractor will support issue triage and remediation as needed.

8.5 Risk Management

- Risks will be identified during sprint planning and documented in Jira.
- Mitigation strategies will be reviewed with the County during monthly reviews.
- High-priority risks will be escalated to the quarterly steering committee.

8.6 Governance Structure

- County Product Owner – primary decision-maker on backlog prioritization and sprint approvals.
- Contractor Project Manager – responsible for delivery, reporting, risk management, and governance facilitation.
- Steering Committee – includes County leadership and Contractor leadership; convenes quarterly to align on strategy, allocation, and performance.

8.7 Embedded Partnership Model

- The Contractor will operate as an embedded extension of the County team, adopting County communication styles, decision-making processes, and rhythms.
- The Contractor's personnel will be integrated into County meetings, providing shared accountability for outcomes.
- Contractor's management approach is backed by ISO 20000, ISO 9001, and CMMI-SVC Level 3 certifications, ensuring process rigor and continuous improvement.

9. Performance Standards

The Contractor will meet or exceed the following Performance Standards under this agreement. These standards ensure that O&M services are reliable, transparent, and aligned with County expectations.

9.1 Accessibility & Compliance

- All deliverables will meet WCAG 2.1 AA accessibility standards and Section 508 compliance.
- Security and compliance will be maintained according to County IT standards and industry best practices.

9.2 Availability

- The County's Drupal platform will be monitored and supported during regular business hours (8:00 a.m. – 5:00 p.m. PT), with on-call escalation for critical incidents after hours.
- County engages hosting vendor first for infrastructure triage; the Contractor coordinates as needed for resolution.

9.3 Service Level Agreement (SLA) – Incident Response

Severity	Description & Examples	Acknowledgment	Work Start	Target Restore	Status Updates	Post-Incident Report	Coverage
Sev 1 – Critical	Full site outage, critical security incident, or major form/process failure affecting large-scale public access or business continuity.	15 minutes (via ticket creation)	Immediate	4 hours target (8 hours max)	Every 2 hours until resolved	Within 3 business days	Business hours + on-call after hours

Sev 2 – High	Major feature broken, significant user impact, no workaround	1 hour (ticket, phone as needed)	Within 4 hours	8 hours target or next scheduled work window	Every 4 hours until resolved	Within 3 business days (on request)	Business hours, with after-hours escalation as needed
Sev 3 – Medium	Functionality impaired, degraded performance, workaround available	4 business hours	Prioritized for next sprint	During scheduled work window	In Scrum updates	Optional, on request	Business hours
Sev 4 – Low	Cosmetic/minor issue, no material impact	1 business day	Prioritized for future sprint	During scheduled work window	In Scrum updates	Not required	Business hours

The SLA response and resolution times outlined above represent performance targets.

9.4 Quality Metrics

- Defect-free Acceptance Rate: 95% at User Acceptance Testing (UAT).
- County Inquiry Response: Acknowledged within one business day (non-SLA issues).
- Transparency: Jira remains the system of record for backlog, ticket status, and sprint reporting.

10. Post-Implementation Support

Following launch of any enhancement, upgrade, or separately scoped project, Contractor will provide post-launch support and remediation of in-scope defects to ensure stability and seamless transition into ongoing operations.

10.1 Post-Launch Support

- Each enhancement or upgrade will include post-launch validation and adjustments as part of the defined scope.
- Contractor will remediate any defects identified that fall within the original scope and requirements.
- Issues arising from third-party changes (e.g., hosting provider, external modules) or new requirements will be addressed under the O&M allocation or a separate task order.

Defect Warranty and Remediation clarification

- Defect Definition: A defect is work that fails to meet documented requirements, specifications, or acceptance criteria that were agreed upon before the work was performed. This is distinct from:
 - Change requests or scope modifications
 - New requirements identified after acceptance
 - Issues caused by third-party systems or hosting environments
 - Pre-existing issues in the County's systems uncovered during implementation
- User Acceptance Testing (UAT) Process:
 - Contractor will provide access to completed work in a staging/UAT environment for County review and testing
 - The County will conduct UAT to validate that deliverables meet documented requirements and acceptance criteria
 - Issues identified during UAT will be corrected
 - Once the County formally accepts the work (signs off on UAT) and after deployment the warranty period begins
- Post-Acceptance Warranty Period:

- Defects directly related to the release reported within 10 business days of deployment will be corrected at no charge. Note, defects resulting as changes post release are not included in this warranty period.
- After the 10-day warranty period, corrections will be treated as maintenance/enhancement work and billed accordingly
- Note: This warranty applies to discrete enhancement projects (Drupal 11 upgrade, CKEditor 5 migration, hosting transition, etc.) that have defined deliverables and formal UAT/acceptance. Ongoing O&M work is continuous and iterative by nature, so issues are addressed within the regular monthly allocation as they arise.

10.2 Transition to O&M

- Once post-launch adjustments are completed, supported functionality will transition into the baseline O&M allocation for ongoing support.
- Future patches, accessibility checks, and incremental improvements will be managed within the 960-hour annual allocation.

10.3 Optional Ongoing Enhancements

- The County may authorize additional task orders for future enhancements, accessibility audits, or major platform upgrades beyond baseline O&M.
- These will be structured as Firm Fixed Price (FFP) or Time & Materials (T&M) depending on scope, using the County-approved rate card.

10.4 Knowledge Transfer

- Training sessions and documentation will be provided as needed to equip County staff with the ability to manage new or enhanced functionality.
- Knowledge transfer will be conducted virtually unless otherwise agreed in a task order.

11. End of Contract Transition

To ensure a seamless and efficient transition at the end of the contract period, Contractor will implement a comprehensive Transition and Knowledge Transfer Plan aligned with CMMI and ISO standard practices. This includes a structured handoff of all technical documentation, administrative records, and project artifacts including code repositories, configuration files, and knowledge bases ensuring continuity of operations. Contractor will also conduct collaborative knowledge transfer sessions with County personnel or an incoming vendor to provide training on system architecture, workflows, and key support procedures. Equipment and access credentials will be returned or decommissioned in accordance with County policies. The goal is to empower the County or its designated successor with the tools and insights necessary to sustain and evolve the platform independently, without disruption to ongoing services or user experience.

12. Performance Escalation and Remediation

Contractor is committed to delivering services that meet and exceed client expectations. Open communication is essential to maintaining this standard. If concerns arise regarding performance, quality, or delivery, the County should inform the Project Manager promptly during regular touchpoints, including scrums, status meetings, or other established communication forums. Issues should be surfaced early and transparently so that potential escalations never come as a surprise to either party.

If Contractor performance does not comply with Section 8 Management and Governance and Section 9 Performance Standards defined in this Scope of Work or otherwise fails to meet agreed-upon requirements, the following escalation process will apply:

1. Initial Notice: The County will provide written notice describing the performance issue(s), including expected outcomes and required corrective actions to Tiffany Scourby (tiffany.scourby@tactis.com), Chief Experience Officer.

2. Remediation Period: Upon receipt of the notice, Contractor will have 5 business days to produce a documented remediation plan and begin corrective action.
3. Remediation: During the remediation phase, Contractor will execute the approved remediation plan, provide daily status, and demonstrate measurable progress toward resolving the issue(s) within the agreed timeframe.
4. Resolution: Once the remediation plan has been successfully completed, executive-level sponsors from both parties will acknowledge completion through a written notice of acceptance.

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:

This agreement will follow the Operations & Maintenance (O&M) allocation model, with optional task orders for enhancements and separately scoped projects.

Annual Operations & Maintenance

The County will have 960 hours of operations and maintenance per contract year. To be billed as a firm fixed price per month.

- Annual Commitment: 960 hours per year, anchored to an average of 80 hours per month.
- Billing Structure: Even monthly installments based on 80 hours per month will be billed as a fixed monthly fee, regardless of actual hours worked, up to a total of 960 hours per contract year.
- Flexibility: The County may consume fewer or more than 80 hours in a given month; usage will be tracked transparently.
- Rollover: Unused hours will roll forward month-to-month within the same contract year but expire at year-end.
- True-Up: Quarterly checkpoints will review burn rate, rebalance priorities, and align the pace of consumption without requiring contract amendment.
- Overages: Work beyond the 960-hour allocation requires prior written County authorization and will be billed on a Time & Materials (T&M) basis at the agreed rate card, as determined by the County.
- Rate Card Reference: Role-Based Rate Card

Year 1	\$123,248
Year 2	\$126,946
Year 3	\$130,754
Year 4	\$134,677
Year 5	\$138,717
Total O&M	\$654,342

Jira Licensing

Item	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Billing Cycle
Jira Software – Standard User License	3 (1 included at no additional cost)	\$1,477.07	\$1,565.69	\$1,659.64	\$1,759.21	\$1,864.77	Annual (invoiced at cost)

Notes:

- Cloud-based Jira access for County project management and ticket tracking.
- Included License: One (1) Jira user license included at no additional cost.
- Pricing included a standard Atlassian 6% escalation.
- Additional Licenses: Three (3) Jira user licenses billed to the County at pass-through cost (no markup).
- Renewal: Jira Licenses renew annually, concurrent with the County's contract year, unless canceled by the County with thirty (30) days' written notice.
- Ownership: Licenses are managed by Contractor and provisioned for County use.

- Adjustments: Additional licenses may be added at the County's request and billed at then-current cost.

Enhancements & Separately Scoped Efforts

The County plans to undertake the following known enhancements, but their timing has not been decided yet. Contractor will perform these enhancements as firm-fixed price for the year in which the work is performed. The County is responsible for UAT and approval of each enhancement below prior to launch.

Enhancement	Year 1	Year 2 (+3%)	Year 3 (+3%)	Year 4 (+3%)	Year 5 (+3%)
CKEditor 5 Upgrade	\$13,227.41	\$13,626.24	\$14,032.96	\$14,453.95	\$14,887.57
Drupal 11 Upgrade	\$18,920.31	\$19,487.92	\$20,072.56	\$20,674.74	\$21,294.98
Multi-Language Solution	\$27,494.42	\$28,319.26	\$29,168.83	\$30,043.90	\$30,945.21
.gov Domain Name Change	\$2,706.92	\$2,788.12	\$2,871.77	\$2,957.92	\$3,046.66
Migration and Cutover to New Host	\$28,659.53	\$29,519.32	\$30,404.90	\$31,317.05	\$32,256.56

- Task Orders will be issued only for discrete, time-bound, or specialized efforts that cannot reasonably be completed within the normal Operations & Maintenance (O&M) cadence.
- Enhancements may be authorized from within the existing 960-hour annual O&M allocation (no contract amendment required) or from separately funded hours when additional scope or funding is needed, subject to County approval via a task order.
- Examples include a new microsite or campaign site, major Drupal platform migrations, or development of a custom module requiring dedicated specialist roles.
- Enhancements estimated under approximately 120 hours that are not time-bound may be completed within the O&M allocation; time-critical or high-effort work exceeding this threshold will require a separate Task Order.
- Task Orders will define scope, deliverables, acceptance criteria, schedule, and milestone-based billing. They are structured as Time & Materials (T&M) per the rate card.

Role-Based Rate Card

The rate card below lists the approved labor categories, hourly rates, and any applicable escalation for each contract year and applicable to Time & Materials (T&M) and task order work under this agreement.

Role	List Rate	Year 1 (10% disc.)	Year 2 (+3%)	Year 3 (+3%)	Year 4 (+3%)	Year 5 (+3%)
Designer	\$121.32	\$109.19	\$112.47	\$115.84	\$119.31	\$122.89
Full Stack Developer	\$130.81	\$117.73	\$121.26	\$124.90	\$128.65	\$132.51
Development Lead	\$187.98	\$169.18	\$174.26	\$179.48	\$184.87	\$190.41

UX Lead	\$133.72	\$120.35	\$123.96	\$127.68	\$131.51	\$135.45
Project Manager	\$161.82	\$145.64	\$150.01	\$154.51	\$159.14	\$163.92
Quality Control	\$144.39	\$129.95	\$133.85	\$137.86	\$142.00	\$146.26

Notes:

- All rates are fully burdened and inclusive of overhead, general and administrative (G&A), and profit. Annual escalation rates apply.
- Invoices for T&M or Task Orders will apply the rate listed for the County fiscal year of performance.

Invoicing

County shall pay Contractor, upon receipt of an invoice, for services rendered. Payments shall be made within Net 30 days from the date of the applicable, undisputed invoice. Each invoice submitted must include the following, at a minimum:

- Agreement Number or PO Number
- Time period covered
- Detailed statement of services/work completed for the invoice period
- Breakdown of labor, materials, and taxes if applicable
- A detailed breakdown of hours used by function.

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 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.

- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

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.

PERMISSIBLE REQUESTS BY COUNTY

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

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