

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY AND GAINWELL TECHNOLOGIES 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 Gainwell Technologies LLC (Gainwell), 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 assisting with the modernization of County's Benefits Issuance 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 I—§ 504 Compliance

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 Three Hundred Ninety-Eight Thousand, Nine Hundred Ninety-Four Dollars (\$398,994). 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 October 1, 2022, through December 31, 2023.

5. Termination

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

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days, or other timeframe as agreed by the parties, after receipt of such notice to respond and a total of thirty (30) calendar days, or other timeframe as agreed between the parties, 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 solely and exclusively for the County 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. No Contractor IP Rights or Contract Materials containing Contractor pre-existing or background IP Rights shall be delivered to the County upon termination.

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 by third parties resulting from Contractor's negligence or willful misconduct in its performance of the work or services under this Agreement 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 third party property;
- (C) any valid, final and non-appealable 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 direct damages caused by Contractor negligence or willful misconduct. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to any portion of injuries or damage for which County has been found in a court of competent jurisdiction to be 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 either 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 agrees that the services it provides under this Agreement will not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any valid and existing 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 claims by a third party that the services provided under this Agreement infringe or violate the 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, or contrary to the instruction/advice of Contractor.

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

c. Limitation of Liability

Notwithstanding any other provision of this Agreement, or other related documents or attachments, the Contractor's liability under or relating to this Agreement shall be limited to direct damages and shall in no event exceed the amount of the initial term of the Agreement. Neither party shall be liable to the other for any consequential, incidental, or special damages, including for loss of revenue.

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. Notwithstanding the above, Contractor may, without approval but upon written notice to County, assign this Agreement to a qualified affiliated entity, or by virtue of a sale, merger, corporate reorganization or by operation of law.

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, as applicable to the situs or location of the personnel providing services. In signing this Agreement, Contractor certifies, if applicable, 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 any applicable 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 be the amounts specified below:

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

County and its officers, agents, employees, and servants shall be included 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 for the amounts required herein 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, and Contractor does not rectify the situation or secure new coverage prior to and to prevent any lapse in coverage, 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 Federal, State, County, and municipal laws, ordinances, and regulations, applicable to the Contractor in its provision of the services herein, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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.

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

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

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

- termination of this Agreement;
- disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

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 Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

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

requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of relevant, non-confidential records by County, a Federal grant or 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 as required by County as applicable to the Services in this Agreement.

(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 non-confidential and directly relevant records and documents applicable to the Services provided under this Agreement necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Michael Wentworth, CIO/Director ISD
Address: 455 County Center FL 3, Redwood City, CA 94063
Telephone: (650) 363-4710
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: Ingrid Mock,
Address: 620 Roseville Parkway, Roseville, CA 95747
Telephone: (925) 330-5147
Email: ingrid.mock@gainwelltechnologies.com

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. 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.

- 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.

- Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

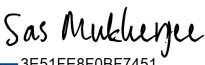
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: **GAINWELL TECHNOLOGIES LLC**

<div>DocuSigned by:  3E51FE8F0BF7451...</div>	9/23/2022	Sas Mukherjee
Contractor Signature	Date	Contractor Name (please print)

COUNTY

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:

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STATEMENT OF WORK

1. General

The intent of the Modernization of CalWIN Backend System project is to modernize the County's legacy environment that performs backend processing resulting in implementing a solution that will migrate the Extract, Transform, Load (ETL) processing from the legacy environment that uses Easytrieve (COBOL-like language) base to a more modern technology.

The Modernization project seeks to change the input from the CalWIN file formats to the proposed CalSAWS file formats and use a more modern technology platform to transform the input into the output files that the County relies upon to conduct business.

The Scope of Work also includes:

- Analysis of the current system
- Finalize the target architecture
- Design the modernized solution
- Complete development of the solution
- Conduct user testing
- Coordinate with County staff to implement the system on the target infrastructure
- Provide documentation and training
- Conduct post launch support of the modernized system

The Modernization requirements and solution are described in Section 2. A description of the Project Management Services including milestones during the development and implementation effort are described in Section 3. A description of the post launch support is provided in Section 4.

2. Modernization Requirements

The following subsections list the System Requirements, Solution Feature Requirements, and the Project Technical Requirements.

System Requirements

The main requirements for the system include:

- INPUT: Utilize future CalSAWS proposed layouts, match the required data elements for ETL (Extract Transform Load).
- DATA STORE: Utilize a modern database system to store the data elements from the input.
- ETL: Utilize modern language to perform ETL.

- **OUTPUT:** Generate the required downstream data for our customers in flat files and XLS (Excel).

Contractor will develop the following solution to meet the main requirements for the system.

Input

The Gainwell solution will utilize the future CalSAWS proposed layouts matching the required data elements for ETL. The input will also include the current Union Bank files as the source data needed to generate the output files that are consistent with what is currently produced. Additionally, the historical KSAM file data, which is updated daily, will be loaded into the database. The Contractor solution will employ Microsoft™ SQL Server Integration Services (SSIS) to load the data from the flat files and from the KSAM files.

Data Store

Contractor will utilize a modern database system to store the data elements from the input. Specifically, we will use Microsoft™ SQL Server Standard edition.

ETL

Contractor will utilize a modern data integration tool to perform ETL, specifically Microsoft™ SQL Server Integration Services (SSIS).

Output

Contractor will generate the required downstream data in flat files and XLS.

The table below represents the outputs expected from each file workstream. Each of the input and output files will be reviewed with County staff. CalSAWS input files will also be reviewed with the CalSAWS project to verify the file layouts and identify any changes during the design phase.

Input File	Output Files
File #1 Auditor Controller Outbound [new CISSEND]	CD100521 (JE Interface File – Controller’s Office) ISSmmdyy (Controller’s Office) IFAS_Control_Report (Controller’s Office/HSA) IFAS_Audit_Report (Controller’s Office/HSA) cissend_wnbr_mm_dd_yy (HSA) cissend_wnbr_exp (HSA) sswe572a.yyyy_mm_dd (CFI_IFAS_Audit_Report – HSA) sswe572m.yyyy_mm_dd (HSA) fms.yyyy_mm_dd (HSA) Sswe600a.yyyy_mm_dd (CFI_IFAS_Control_Report - HSA)
File #2 Outbound Direct Deposit	Eftsend (Union Bank) Eftsend (HSA) eftsend_exp (HSA)
File #3 Warrant Print Outbound	cfis_warrants_mmdyy (Check Print File – Controller’s Office) warr_regr_mm_dd_yy (CFI_Issue_Listing - HSA) warrpt_mm_dd_yy (CFIO160_Warrant_Register_by_Warr_Avail - HSA) warrnbr_mm_dd_yy (CFIO150_Warrant_Register_by_Warr - HSA) CFIO150_Warrant_Register_By_Warr (Controller’s Office & HSA) CFIO160_Warrant_Register_By_Avail (Controller’s Office & HSA) Issue_Listing (Controller’s Office & HSA)
File #4 Positive Pay File Layout	CFI_Bank_Warrants_Voids (bd5_daily_check.txt)
File #5 Union Bank (bd5_ach_return.ssh)	Inbound Direct Deposit (similar to eftretn_Filtered - HSA) x 2
File #6 Union Bank (Bank_recon.yyyy-mm-dd)	Bank_recon.yyyy-mm-dd (HSA) Paid Warrant File (former CISRECEV date)

Solution Feature Requirements

Contractor will develop the solution features to meet the project feature requirements described in the table below.

Project Feature Requirement	Solution Feature
Replace legacy system with modern programming languages and tools	Contractor will use SQL Server Standard edition and SQL Server Integration Services (SSIS) to replace and modernize. Contractor will also use C# technologies (which is an extension to SSIS) to accomplish the transformation when the complexity warrants its use. Any additional C# code is expected to be contained within SSIS extension methods, not as separate external programs. The final determination of the amount of C# custom processing to be used would be made during the analysis and design phases.
Use CalSAWS proposed layouts as inputs	Contractor will use the CalSAWS proposed layouts as inputs.
User Interface – None	The Contractor solution does not include a custom user interface; however, the SSIS product does provide a graphical user interface for access to the design/modify services.
Reports – must match existing reports that we provide to downstream systems	The Contractor solution will result in a transformation to match the existing reports such that downstream systems can continue to consume the files without change.
Data repositories will use relational database models	The Contractor solution will employ SQL Server Standard edition.
Transactions will be processed with a simple approach	The Contractor solution will employ SSIS to load the relational database from the input flat files.
Migrate historical data from KSAM file types to relational database model	<p>The Contractor solution will employ Microsoft SQL Server BCP (Bulk Copy Program) to load the data from the KSAM files.</p> <p>To do the conversion, the KSAM file definition is needed so that Contractor can understand how and where the data is stored. The KSAM files are not self-defining, so the field information will need to be understood during the analysis phase of the project. KSAM files which are fixed binary usually have numeric data which can be stored as integer, packed decimal, or zoned decimal.</p> <p>Contractor assumes that the Easytrieve Source contains this definition.</p> <p>Contractor assumes that the County has an environment in which a simple Easytrieve program can be developed and executed in to transform the KSAM file into a flat file(s) that can be used for loading the historical data into the relational database. Contractor assumes that the County will allow this leverage of existing technology to minimize overall software licensing cost for this one-time migration.</p>

Project Feature Requirement	Solution Feature
Convert all flat files into relational database model	The Contractor solution will employ SSIS to load the relational database from the input flat files. Contractor will use the bulk insert tasks and data transformation features of SSIS to load and transform the data into SQL Server tables.
Rewrite or redesign the access to data and process of the data, merge or keep logic where applicable	During the analysis phase, Contractor will determine how the existing logic will be refactored into modernized software solution using SSIS.
All transactions are processed in batch mode	SSIS allows for the creation of bulk/batch processes and to deliver packages that will run based on either events or schedules depending on specific requirements.
Ability to restart process after failure with minimal time and efforts	SSIS provides mechanisms to handle events such as failures as part of the development of the flows. Contractor expects to determine and develop standard flow patterns that will allow for the restarting of any failed tasks using the package explorer with minimal effort. Contractor will coordinate with the County to utilize the County-provided Dollar Universe automation for restarts and to display run trace details in the Dollar Universe logs. Contractor will develop the UPROCS scripts, in collaboration with the County, to facilitate this integration with Dollar Universe.
Archival – provide automatic backup for historical data and transaction files where applicable. Current DBI process has steps to perform backups of such files	During the analysis phase, Contractor will identify and document Archival requirements. At a minimum Contractor expects all input, output, intermediate files or tables as applicable, and database structures to be backed up on a regular basis using the schedule of the current process. Contractor will identify current archive or backup processes during the analysis phase to verify that implementation will be consistent with the current County backup and archive processes.
This is a business-critical system, all batch processes must be completed with similar time frame to existing process	During the analysis phase Contractor will validate existing batch process timings and will adjust SMC hardware assumptions based on that information.
Include error handling – notifications and alerts	Contractor will develop some common patterns that will handle errors and notifications in the SSIS layer and will design the solution to raise the information back to the Dollar Universe software so that there is a consistent interface for handling alerts and notifications Error handling alerts will be provided emails to County as documented in the System Design Document including: <ul style="list-style-type: none"> • Process error handling and alerts • Transfer error handling and alerts • Database error handling and alerts • Exception error handling and alerts

Project Feature Requirement	Solution Feature
Automations are time based and event driven where applicable	SSIS allows package execution to be scheduled using Dollar Universe for any time-based activities. With SSIS you can also set conditions in the Control Flow. For instance, execution of an extract file package could be based on the success or failure of the automation through Dollar Universe. Contractor will coordinate with the County to utilize the County-provided Dollar Universe automation.

Project Technical Requirements

Contractor will develop the solution to meet the project technical requirements described in the table below.

Project Technical Requirement	Proposed Solution
Cloud-based systems must be SAML 2.0 compliant	Not applicable. The solution is an on-premise solution.
Cloud-based systems must integrate with Okta SSO	Not applicable. The solution is an on-premise solution.
Cloud-based systems must provide administrative and security controls such as backup and restore, performance monitoring, event monitoring, including patching process and network defenses. Data storage must include separate tenancy and data must be kept within the United States. Encryption must be provided in different states (in transit, at rest). Access management must be confined to assignable privileges to groups based on roles	Not applicable. The solution is an on-premise solution.
On-premise solution should run on VMware vSphere ESXi 6.7 or higher	The technical solution uses Microsoft technologies that are currently certified for use on the VMware vSphere ESXi 6.7 platform.
On-premise solution should integrate with Rubrik for backups and restores	Rubrik provides a solution for backing up SQL databases while in use. Contractor will work with the County's technical staff in setting up the appropriate backup solution using the County supplied Rubrik software.
On-premise solution must provide performance and event monitoring, ability for County engineers to patch and maintain system, and privileges to be assigned to groups based on roles	SQL Server provides tools that will allow the monitoring of the performance of the SQL Server. County engineers will have access and privileges based on roles allowing for patching and to maintain the system.

3. Project Management Services

Contractor will provide general project management tasks and activities including an assigned Project Manager to:

- Develop and maintain all project implementation documents
- Conduct project, milestone, or phase kickoff meetings to review objectives and to confirm customer and ISD requirements are being met
- Document and track site readiness as well as test and contingency plan documents to certify to ISD and the county department user community that all project incidentals have been identified and considered during site migrations. Test plans will be complete across all areas and scope of this engagement. County approval of successful tests will be required.
- Coordinate equipment, software, and license delivery in a timely manner to ensure no disruption to approved schedule occurs
- Conduct full inventory management tasks to ensure that when audited, all upgrade equipment and software can be accounted for
- Determine and fully manage all implementation resources (personnel, vendors, suppliers) at levels required to facilitate the successful completion of the project within the approved schedule
- Invoke vendor, manufacturer or county escalations as needed to ensure project remains within budgetary and scheduling constraints
- Manage all responsibility and project expectation documents (i.e., RACI) to ensure each phase of the project is clearly communicated and that each task is adequately assigned and tracked
- Engage and manage all change management processes in compliance with existing County procedures
- Provide and coordinate all communications for the user community to ensure that all users are fully informed of the project processes and schedule
- Coordinate at least monthly executive briefings on status of project, upcoming milestones, and issues pertinent to the successful completion of the project within budgetary and schedule parameters
- Maintain outstanding issues, risks and decision log for all items throughout the project that have been identified as exceptions to successful completion of the overall project as well as every phase of the project. For issues, this information will include a designation of responsible party, anticipated resolution information and date when issue will be resolved. For risks, this information will include the risk owner and the mitigation plan.

Project Milestones and Other Events

The Project Milestones and other important events along with the planned timing are provided in the table below, subject to contract approval to start the project on October 5, 2022. The date when CalSAWS data will be available to begin UAT with CalSAWS data is unknown. The anticipated UAT

testing with CalSAWS data date captured below, and therefore the subsequent events, is an estimated time period based on estimated CalSAWS project timelines.

Milestone	Timing (Estimated Dates)
Project Work Plan (Microsoft™ Project schedule)	October 2022
Project Implementation Plan	November 2022
Support Installation and Configuration of SQL Server and SSIS	November 2022
System Design Document	December 2022
Completion of Development	January 2023
Begin User Acceptance Test (Without CalSAWS Data)	January 2023
Begin UAT with CalSAWS Data	Target Begin Date January 2023
Knowledge Transfer Sessions	January 2023
Interim Implementation (Without CalSAWS Data)	February 2023
Completion of User Acceptance (With CalSAWS Data)	Target Completion Date March – May 2023
Implementation (CalSAWS Go Live)	July 2023

Project Deliverables

Contractor will develop and deliver the following project deliverables associated to the milestones.

Project Work Plan

Contractor will deliver and maintain a Project Work Plan in Microsoft™ Project that the reflects the Project Implementation Plan activities. The Project Work Plan will be developed iteratively and will be delivered to County according to the Timing in the Milestone Schedule for the Project Work Plan. The Project Work Plan will include at a minimum, the following tasks:

- System build, including implementation of new features, modules, and integrations.
- Testing and validation throughout each phase.
- Project milestones and timeline.

The Project Work Plan will define the start and end dates for the project phases and phase activities described in the table below, along with associated dependencies. The Project Work Plan will be developed during the project planning phase. The project planning phase includes the activities listed below.

Phase	Activities
Project Planning	<ul style="list-style-type: none"> • Create Project Workplan • Create Project Implementation Plan • Create Communication Plan • Create Risk and Issue Mitigation Plan • Create RACI Chart

Project Implementation Plan

Contractor will deliver the Project Implementation Plan to include:

- All tasks and activities mapped to the Milestones:
 - ✓ Project Work Plan (Microsoft™ Project schedule)
 - ✓ Project Implementation Plan
 - ✓ Support Installation and Configuration of SQL Server and SSIS
 - ✓ System Design Document
 - ✓ Completion of Development
 - ✓ Begin User Acceptance Test (Without CalSAWS Data)
 - ✓ Begin UAT with CalSAWS Data
 - ✓ Knowledge Transfer Sessions
 - ✓ Interim Implementation (Without CalSAWS Data)
 - ✓ Completion of User Acceptance (With CalSAWS Data)
 - ✓ Implementation (CalSAWS Go Live)
- Detailed timelines that include a minimum of 2 weeks for approval of key deliverables
- A clear delineation of task assignments for County staff and those to be performed by Contractor.

The Project Implementation Plan will be developed during the project planning phase and will provide the approach to project governance and project execution activities as listed on the table below.

Phase	Activities
Project Governance	<ul style="list-style-type: none"> • Manage Project Workplan • Manage Project Implementation Plan • Manage Communication Plan • Manage Decisions, Action Items, Issues, Risks (DAIR) • Provide Status Reports
Project Execution <ul style="list-style-type: none"> • Design • Infrastructure Build • Development • UAT • Project Completion 	<ul style="list-style-type: none"> • Analysis of the current system • Review and validate Requirements • Finalize the target architecture • Design the modernized solution • Develop the modernized solution • System test

Phase	Activities
	<ul style="list-style-type: none"> • User test • Knowledge transfer • Completion • Implementation

Communication Plan

Contractor will deliver a comprehensive Communications Plan to announce and manage the initiative to include at least the following:

- Overall project milestones and deliverables communication
- Decision, issue, and risk log communication
- User study announcements and recruitment communication
- Bi-weekly customer department outreach
- Testing and Rollout plan to include work break down task list and go-live activity list
- Training and support recommendations
- Work breakdown list and go-live activity list

Contractor will provide an electronic copy of a weekly status report as agreed upon in the Communication Plan. The software used to develop and view the status report will be Microsoft™ Word. A Microsoft™ PowerPoint version can be supplied upon request to support executive presentations. Weekly status report sections included are as follows:

Section	Description
Highlights of the Reporting Period	This section will provide an executive summary of the progress of the CalWIN Modernization Project. This section will be organized by project milestone.
Project Deliverable Summary	This section will include a table with the status of and Deliverables drafted, in process, submitted and approved during the period.
Project Risks and Issues	This section will include key issues and risks that were identified by or assigned to Contractor during the reporting period. These highlights will include graphs and charts of risks and issues open and closed) and a summary of any issues or risks identified during the reporting period.
County Communications Information	This section will include any user study announcements, recruitment communication, or bi-

Section	Description
	weekly customer outreach communications which were distributed during the reporting period.
Activities for the Next Reporting Period	This section will provide a high-level summary of the major activities planned for the next reporting period. This section will be organized by phase.
Deviations From Plan/Adjustments	This section will provide a high-level summary of the major deviations from the plan and any adjustments to plan that are being made to mitigate the effect.

Support Installation and Configuration of SQL Server and SSIS

County will provision the SQL Server Software and Contractor will work with the County's DBA team to configure the SQL Server Standard Software and SQL Server Integration Services (SSIS) for this activity.

System Design Document

In order to create the System Design Document, Contractor will conduct an analysis of the current process and provide documentation of the current process for CFIS/EFT to include:

- Analysis of each EZT/PCO functionality.
- Analysis of special processing: COLA, EFT, BOM/EOM to discover the difference between the special runs versus the scheduled daily runs.

Following the analysis, Contractor will create the System Design Document to include a description of the approach to:

- Loading the regular plain text input files
- Development work within SSIS
- Conversion documentation from KSAM to the database. As the KSAM files are updated on a daily basis, we will need to plan a cut-over when the application goes live.
- Mapping documentation from Easytrieve Macro's to the database schema
- Use the County-provided Dollar Universe software to launch automation instead of SQL Agent including displaying run trace details in Dollar Universe logs
- Built in Archiving including archiving of input, output, historical and intermediate files by date with retention periods to be defined during analysis
- The Automation Process that will explain the "rerun ability" for current and previous day's run using Dollar Universe

Contractor will deliver the System Design Document to San Mateo County staff for review and approval. The System Design Document will include:

- Design Technical Requirements

- Overall System Design
- Assumptions
- Tables and Programs
- Specifications including code modules, file layouts, report data and interface specifications
- Capacity Assessment
- Identified Issues and Risks

Contractor assumes that there may be designs that are influenced by the CalSAWS implementation. Contractor will coordinate with the CalSAWS project to verify CalSAWS input file layouts. Contractor will work with County to do any retrofits due to CalSAWS changes that can be incorporated during the design phase and will allocate time prior to User Acceptance Test to handle changes that may occur because of CalSAWS timeline.

Contractor will use an iterative approach to deliver and review the system designs with the County prior to moving into the development phase.

Completion of Development

Contractor will perform development and testing based upon the requirements and design, and according to the Project Implementation Plan and Project Work Plan.

Development

During requirements and design phases, Contractor expects to identify patterns that will be used to create consistent and uniform code that will be understandable and maintainable. During the code development process Contractor will use an iterative process to develop and review the newly developed code with County staff to aid with knowledge transfer. This process will allow the County staff to have an earlier understanding of the new code design and how it is being implemented.

Contractor will develop SQL scripts to allow the creation of database objects that will be used by this project. Contractor will provide the SQL scripts used to create the database objects to the County.

Utilizing the database and SQL software, Contractor will develop the load processes for the input files and the KSAM file historical data. Contractor will also develop the extract processes to create the output files. In the event that the complexity requires additional custom processes, C# technologies (which is an extension to SSIS) would be used by Contractor to accomplish the transformation. The final determination of the amount of C# custom processing to be used would be made during the analysis and design phases in collaboration with County staff.

Contractor expects to keep the bulk of the ETL development code within SSIS. The code that will be used to process the KSAM files may be an exception to storing the code in SSIS. Contractor will make this assessment during the analysis and design activities. Contractor will organize the development code into projects aligned with the various input and outputs. Each project will include common error handling and notification functionality.

Contractor will work with County technical staff to produce and implement Dollar Universe automation scripts to allow the execution and re-run of ETL jobs as necessary.

Contractor will work with County technical staff to configure and implement Dollar Universe automation scripts for Backup and Archiving jobs for database, input, output, historical and intermediate files that are identified during the analysis and design phases.

Testing

Contractor will conduct testing in accordance with the test plan. Test cases will be based on the requirements documented in the Requirements Traceability Matrix (RTM). Test cases resulting in defects will be retested after defect resolution has been completed by the development team.

Contractor will perform the following steps related to testing:

Validating Project Requirements - Document the test cases based on the RTM and review them with the County to verify they cover the functional, nonfunctional, and infrastructure requirements before initiating the testing activities.

Developing the Test Plan - Document the approach and testing activities in a test plan. The test plan will describe the test tools, test management processes, testing approach, and deficiency management approach. The testing approach may include testing with CalSAWS input files as available.

Designing and Developing Test Scripts - Develop a suite of test scripts. Contractor will review the test scripts with the County to confirm they cover the requirements for each phase of testing.

Executing the Test Plan and Tracking Deficiencies - Complete the test execution and deficiency tracking activities. Execution of the tests may also include having downstream data inspected by the Controller and County's HSA staff. Confirm deficiencies have been corrected by repeating validation activities to verify requirements are met.

Executing Parallel CalWIN and CalSAWS Testing - Complete the parallel test execution and deficiency tracking activities. Parallel testing may be limited unless the project can establish the same input data that may be in different formats. This may be difficult to achieve and is highly dependent on what samples/data inputs are made available from CalSAWS. Contractor will assess the feasibility of this during the Requirements and Design phases.

Reporting Test Results - Track test results for the executed test scripts and track the verification status of the requirements. Update the Requirements Traceability Matrix to reflect the status of system testing, and document any defects identified including a plan and timeline for correcting the defects

Contractor assumes that samples of input files from CalSAWS will be made available to support the testing exercise. Once the data requirements are understood and documented Contractor will work with CalSAWS to get a timeline of data availability and the test data for this test activity.

Contractor will deliver the results of testing as defined in the Testing and Rollout plan section of the Communication Plan.

Completion of User Acceptance Test

Contractor will provide support to County staff to prepare for and conduct the User Acceptance Tests according to Testing and Rollout plan section of the Communication Plan. Contractor understands the County estimates their UAT with CalSAWS Data will take 5 weeks and may include the following:

- CFIS process: Daily, COLA, EFT, EOM/BOM.
- EFT process: Daily, COLA, EFT, EOM/BOM.

The Contractor System Test scenarios/scripts and results will be made available to County staff. The County may use these System Test artifacts in lieu of or as the basis for County User Acceptance Tests.

Contractor will update the Requirements Traceability Matrix with the status of User Acceptance Testing, and document any defects identified including a plan and timeline for correcting the defects.

Knowledge Transfer

Contractor will provide Knowledge Transfer activities and documentation described in the table below, to meet the Knowledge Transfer requirements.

Knowledge Transfer Requirement	Proposed Solution
Provide training and training support materials (videos, how-to guides, and written documentation) to the County in electronic format useable and searchable by County staff.	Contractor will provide Training materials in the form of Microsoft™ PowerPoint and Word documents. The focus of the knowledge transfer will be on the implementation and operation of the solution rather than the tools used to deliver the solution. If County chooses to train members of their team on Microsoft™ SQL Server and SSIS, Contractor can also supply links to vendor provided information and videos.
The County will provide a SharePoint Site as a repository for Project Documents and related Training Material.	Project Documents and any related implementation and operational manuals will be stored on the County SharePoint site.
Deliverables must include guided training modules and videos. Step-by-step how-to documents should focus on the use and administration of the system and day-to-day operations, adds, moves, and changes.	Contractor will provide documentation that describes the implementation and operation of the solution. This will typically be in the form of Microsoft™ PowerPoint and Word Documents. Specific knowledge will be captured in the form of a Microsoft™ Teams meeting recording or recording

Knowledge Transfer Requirement	Proposed Solution
	of a training session which will then be available for future training.
Include video, webinars, remote training, and implementation sessions, recommended formal trainings, documentation, and other options to ensure success of the project and that staff have the necessary skills required for ongoing operational support.	Specific knowledge will be captured in the form of a Microsoft™ Teams meeting recording or recording of a training session which will then be available for future training. Contractor will also recommend third party training materials and documentation that will enable the staff to gain the required skills to support the system ongoing.

Contractor will provide detailed documentation for all aspects of the proposed system to support all migrations including templates and third-party applications, including:

- Process flow diagrams
- Information architecture
- Recordings of online trainings and implementations
- Detailed schematics of the implemented system including details of all system functionality related to any performed integrations, apps, widgets, and special features
- Integration and process documentation needed for successful operational support and maintenance of the system in a comprehensive, indexed overview for the system, third party applications and where systems are integrated, flowcharts, system design as-build diagrams, passwords, configuration methodology and all other related steps that led to the completion of the integration will be given to the County
- Operations Manual / Systems Administration manuals to automate routine maintenance, standardization of daily work processes, provide system alert response procedures, baseline upgrade and outage planning, and include guides for troubleshooting and disaster recovery. Content must be in native .PDF or Microsoft Word (.docx) format, editable with internal reuse licensing, and identify clear processes, procedures, steps, and checklists for:
 - Daily Operations – All active and proactive tasks to keep the system running, prevent unplanned outages, and support user changes and how to implement and maintain identified use cases.
 - Special Operations - All tasks required for shutdown, startup, integration restarts, upgrades, and outage planning. Special operations includes COLA, EFT, and BOM/EOM.
 - Troubleshooting – All information required by internal staff and/or external vendors to problem analysis and resolution.
 - Other Operation Tasks – Hardware/Software/License upgrades and extensions to keep the systems running within expected performance limits and prevent unplanned outages.
 - Disaster recovery and operations manual that fully documents and clearly identifies processes/steps for disaster recovery when the system goes down.

Disaster recovery, if needed, will be discussed during the analysis phase as the design would be dependent upon the County disaster recovery location, availability of infrastructure, etc.

Contractor will place documentation in the County provided SharePoint as the repository for all Operations Manuals and System Administration Manuals and related Project Documents.

Contractor will complete training and deliver support documentation according to the training and support recommendations in the Communication Plan.

Project Completion

Upon completion of the development, testing, and knowledge transfer activities, Contractor will review the Requirements Traceability Matrix (RTM) with County to confirm the Requirements have been met.

Upon completion, Contractor will also supply final versions of the documentation of the future processes including:

- Database:
 - Entity relationship diagram.
 - Table schema definition.
 - Script to load the database environment.
- Automation Process documentation.
 - Rerun ability and associated documentation including failure of the current day's run or failure of a previous day's run.
- Error Handling and Alerts:
 - Process error handling and alerts which should email to ISD.
 - Transfer error handling and alerts which should email to ISD.
 - Database error handling and alerts which should email to ISD.
 - Exception error handling – i.e., no file received which should email to H.S.A. and ISD.

Implementation (Production with CalSAWS)

Contractor will create a cutover document that lists the significant tasks to be completed by each stakeholder in the days leading up to the cutover window, during the cutover window, and immediately following cutover. Contractor will track the status of cutover activities in the cutover document.

The activities are grouped into three categories: pre-cutover, cutover, and post-cutover.

- **Pre-cutover** activities are the tasks and approvals that must occur prior to implementation of the new system. This will include activities necessary to make the system ready for final production data.
- **Cutover** activities are the tasks the Contractor Team or other stakeholders perform from the point when the last file has been processed in the existing system until the point when the first set of files are received and processed in the new system. This stage will also include any final migration of daily KSAM historical data into the database.

- **Post-cutover** activities are those tasks that are not regular ongoing operational tasks but rather required solely because of the cutover, such as stakeholder notifications of the completion of cutover and special reporting during the first week following cutover.

The cutover activity list includes readiness, technical, and operational activities.

4. Warranty and Support Services

Contractor will provide the Warranty and Support Services listed in the following table.

Service Type	Service	Description
Warranty Service	Defect Resolution Support	<ul style="list-style-type: none"> • Correcting defects in the Contractor provided Modernization of CalWIN Backend System. • Collaborating with County and CalSAWS to identify CalSAWS defects
Support Service	Service Request Support	<ul style="list-style-type: none"> • Responding to incidents with the Modernization of CalWIN Backend System which impact delivery of output files • Responding to incidents which impact the County's ability to perform Monitoring, Maintenance, or Administration of the Modernization of CalWIN Backend System • Responding to County requests for Contractor to provide technical consultation regarding the Modernization of CalWIN Backend System • Responding to County requests for Contractor to provide consultation regarding the solution documentation
Support Service	Change Request Support	<ul style="list-style-type: none"> • Consulting with County Staff on requested changes • Assisting County in initiating Change Requests

Warranty Period

The Warranty period is the timeframe in which Contractor will provide Warranty Service to correct Contractor created defects without additional charge. The Warranty Period is 12 months and begins when CalSAWS data is available for data validation with the modernized solution. At the time of submission of this Statement of Work, Contractor and County do not have confirmation of when CalSAWS data will be available. For planning purposes, Contractor and County assume that CalSAWS data may become available between October 2022 and January 2023.

The following information is provided to demonstrate the warranty period for two of the possible scenarios.:

- Scenario 1: CalSAWS data is available October 1, 2022. Warranty Period is from October 1, 2022, through September 30, 2023
- Scenario 2: CalSAWS data is available January 1, 2023. Warranty Period is from January 1, 2023, through December 31, 2023.

The warranty period provides 12 months of defect correction support for Contractor created defects at no additional charge to County. Defects or changes identified after the warranty period will be corrected on a time and materials basis.

Support Period and Support Service Levels

The Support period is separate from the Warranty period and is the timeframe Contractor will provide Support Service for the modernized solution to County at no additional charge.

The support period is anticipated to be as follows, but is subject to change in the event that the Interim Implementation (Without CalSAWS Data) date or Implementation (CalSAWS Go Live) date changes:

- Support during Modernization implementation: October 2022 to December 2022
- Support during CalSAWS project: January 2023 to July 2023
- Support after CalSAWS go-live: July 2023 to December 2023

Contractor will provide the Service Levels described in the table below during the Support Period. Support Hours are the period in which Service Requests are actively monitored. The Support Hours are 7:00 am to 5:00 pm Pacific time Monday through Friday.

Contractor will provide on-call information for assistance related to Priority 1 Service Requests, described in the table below, that occur outside of the Support Hours.

Service Level Name	Service Request Support
Service Level Description	<p>During the Support Period, Contractor will respond to Service Requests to resolve Issues and provide support for the solution delivered to County for the Modernization of the CalWIN Back End System. The Service Levels will be provided during the Support Hours.</p> <p>Service Requests are categorized as follows:</p> <ol style="list-style-type: none"> 1. Priority 1 Service Requests <ul style="list-style-type: none"> • Responding to Issues with the Modernization of CalWIN Backend System which impact delivery of output files 2. Priority 2 Service Requests <ul style="list-style-type: none"> • Responding to issues which impact the County's ability to perform Monitoring, Maintenance, or Administration of the Modernization of CalWIN Backend System 3. Priority 3 Service Requests <ul style="list-style-type: none"> • Responding to County requests for Contractor to provide technical support for the Modernization of CalWIN Backend System 4. Priority 4 Service Requests County <ul style="list-style-type: none"> • Responding to County requests for Contractor to provide support for the solution documentation <p>Contractor will respond to Service Requests by resolving issues, providing expertise, initiating defect resolution or change request support.</p>
Service Level Response Times	<p>Contractor will engage with County to begin issue resolution, or provide expertise within the following timeframes:</p> <ol style="list-style-type: none"> 1. Within one hour for Priority 1 Service Request tickets submitted to Contractor according to the agreed upon submission process. 2. Within three hours for Priority 2 through 4 Service Request tickets submitted to Contractor according to the agreed upon submission process.

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:

PAYMENTS

Figure 1, Milestone Payment Amounts, provides the payment amount per completed milestone, the associated holdback, if applicable, and the amount to be invoiced.

Milestone Payment Amounts

Milestone	Total	Holdback	Invoice Amount
Project Work Plan (Microsoft™ Project schedule)	\$33,000.00	\$3,300.00	\$29,700.00
Project Implementation Plan	\$60,000.00	\$6,000.00	\$54,000.00
System Design Document	\$50,000.00	\$5,000.00	\$45,000.00
Completion of Development	\$90,000.00	\$9,000.00	\$81,000.00
Knowledge Transfer Sessions	\$50,000.00	\$5,000.00	\$45,000.00
Completion of User Acceptance Test (With CalSAWS Data)	\$90,000.00	\$9,000.00	\$81,000.00
Implementation	\$20,000.00	\$2,000.00	\$18,000.00
County Discretionary Use Funds*	\$5,994.00		To Be Determined
Closedown Checkpoint** (Release of Holdback)			\$39,300.00
TOTAL	\$398,994.00	\$39,300.00	\$393,000.00

* **County Discretionary Use Funds** – Additional funds available to be used at the County's discretion during the project. This item will only be invoiced in the event that the County chooses to make use of these funds for contingencies or identified changes.

** **Closedown Checkpoint** – This checkpoint meeting will occur 60 days following the Implementation to conduct any remaining project closedown activities and obtain a status on the County's operation of the Modernization of CalWIN Backend System.

Invoicing Procedure

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following, at a minimum:

- Agreement Number or PO Number
- Time period/Milestone covered

- Detailed statement of services/work completed for the invoice period or milestone
- Breakdown of labor, materials, and taxes if applicable

Payments shall be made within Net 60 days from the date of the applicable, undisputed invoice.

All invoices will be accompanied by an approved timesheet, if applicable. Approved timesheets will be treated as acceptance of our consultants' work, if applicable. Approved milestones will be paid based on Figure 1, Milestone Payment Amounts.

The milestone payments include services only. Hardware and software required to implement the Modernization of CalWIN Backend System project will be provided by the County.

RATES

The following rates are provided in the event that additional work is identified to be performed by Contractor on a per hour basis.

Hourly rates by role.

Staff Role	Per Hour Rate
Architect	\$173.27
Business Analyst	\$144.39
Database Administrator	\$144.39
Developer	\$144.39
Documentation Specialist	\$98.19
Project Manager	\$173.27
Tester	\$76.88
Trainer	\$98.19

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 advise 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, of the restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and secure a similar Business Associate Agreement from such agent or subcontractor.
- 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 reasonable 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 advise any agent to whom it provides EPHI, including a subcontractor, that it is required 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, for a breach caused by Business Associate. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach caused by Business Associate.
- 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.

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

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

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

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

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

Name of 504 Person: Kim Richards

Name of Contractor(s): Gainwell Technologies LLC

Street Address or P.O. Box: 1775 Tysons Boulevard

City, State, Zip Code: McLean, VA 22102

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

Signature:

Dan Z. Wilde

Title of Authorized Official:

Account General Manager

Date:

September 6, 2022

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

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 solely and exclusively 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 originally developed materials created solely and exclusively for County with the intent County shall own such material, 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. Work Products shall not contain any Contractor background or pre-existing intellectual property ("Contractor IP"), and County shall not be entitled to right, title or interest in and to any Contractor IP.
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 reasonably cooperate with 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 but which are intended to be work-made-for-hire for the sole benefit of the County, Contractor agrees to assign any such copyright to be 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, upon agreement of the Parties, Contractor may either assign all rights in said Work Products to County or grant a license to the County for the purpose of continued use of 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 for the development of Work Products for County by any subcontractor herein, it will submit this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors performing said work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.