

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COMPUTER AID, INC.

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 Computer Aid, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing operational maintenance and consulting services for the County's IT service management system (ServiceNow).

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
- Appendix A – Definitions
- Appendix B – Change Request Form
- Attachment H—HIPAA Business Associate Requirements
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Seven Hundred Fifty Thousand Dollars (\$750,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 17, 2023, through January 16, 2026.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

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

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

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

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

The Contractor and the County shall be liable for their own share of any contributory negligence as it pertains to any other damage, loss, or cost.

b. **Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section

shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is

aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required

economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the

requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records: Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Michael Wentworth, ISD, Chief Information Officer
Address: 455 County Center, Floor 3
Telephone: (650) 363-4710
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: Derek Sager, SVP Finance
Address: 1380 Ridgeview Drive, Allentown, PA 18104
Email: ContractManagement@cai.io

With Copies to:

Name/Title: Gregg M. Feinberg, Esq
Address: 1380 Ridgeview Drive, Allentown, PA 18104
Telephone: 610-398-04900
Email: gregg@feinberglaw.com

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Reimbursable Travel Expenses

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

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

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.

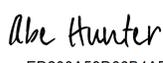
Additionally,

- 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: Computer Aid, Inc.

<p>DocuSigned by:  <small>ED200A58D66B4AE...</small></p> <hr/> <p>Contractor Signature</p>	<p>12/15/2022</p> <hr/> <p>Date</p>	<p>Abe Hunter, EVP</p> <hr/> <p>Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

By:
 President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
 Clerk of Said Board

Exhibit A

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

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Section 1 - Service Overview

The Contractor will provide a minimum of one hundred (100) hours per month of Time and Materials support services across all scopes of services.

Section 2 - ServiceNow Monthly Operational Support

The Contractor will provide resources responsible for performing system administration, technical consulting, and other related work with the approval of the County’s ServiceNow Division Manager or their designee. The skillsets for the different roles of the ServiceNow resources include, but are not limited to the below:

1. ServiceNow System Administrator(s): The Contractor will provide a ServiceNow System Administrator to assess, estimate, and complete system administration tasks assigned by the County. This will include assisting and mentoring the County’s System Administrators with tasks, requests, and incidents, as requested by County’s ServiceNow Division Manager or their designee.

2. **Technical Consultant (TC):** The Contractor's TCs will coordinate all stages of system development (configuration, enhancement, upgrade, etc.) efforts including requirement definition, design, configuration, architecture, testing and technical knowledge transfer to the appropriate County staff. The TC will be the main point of contact for the ongoing day to day incident support work as assigned by the County. TCs assigned to the County must have at least 2 years of dedicated ServiceNow experience.
3. **Senior Technical Consultant:** The Contractor's senior TCs will be utilized as an escalation point for the County and/or TC for specific expertise in design and/or advisory activities across both incident and request, including operational change requests. For example, custom integration work, complex development, in depth ServiceNow Module(s) expertise that may be outside the technical knowledge of a TC. Senior TCs assigned to the County must have at least 3+ years of dedicated ServiceNow experience.
4. **ServiceNow Training Resources:** The Contractor's Training resources will develop and deliver training manuals, training PowerPoint presentations and quick reference guides. Unless otherwise requested by the County, live training will be delivered remotely and will be recorded. Training is typically delivered in a Train-the-Trainer format whereby the Contractor trains a small group of super-users who can then modify and use the training materials to train additional County personnel.
5. **Support Manager:** The Contractor's Support Managers will be the first point of contact for weekly status meetings, escalations, and any of the County's large (greater than 20 hours) requests, enhancements, and project needs. The Support Manager will be responsible for managing the estimation, scope, communication (internal and external), and management of project completion. The Support Manager will work closely with County resources to coordinate the assessment/scoping of work as well as assignment and management of the Contractor's resources to complete each request or enhancement. The Support Manager will also provide reporting and prioritization as necessary for all requests and enhancements assigned to the Contractor. This resource will engage the appropriate resources (as defined and limited to those noted within this document), tailoring the team to each County request as applicable. The Support Manager's hours specifically related to monthly system support items will be a maximum of 6 hours per month, unless mutually agreed upon between the Contractor and the County. Hours worked by the Contractor's Support Manager will be recorded in the County's ServiceNow Time Sheets and approved by the County's ServiceNow Division Manager or their designee.

2.1 - Support Methodology

All work, including operational change requests, will be submitted through either an Incident, Request or an Enhancement record within the County's ServiceNow production instance. The Contractor will use an Agile-like methodology in the Contractor's Operational Consulting model in conjunction with regular and consistent communications with the County's stakeholders to keep them involved and abreast of the system enhancements and designs. The Contractor will engage collaboratively with the County's ServiceNow Division Manager or their designee to adopt agile-like sprints into a master schedule when required, scheduling daily (or as necessary) scrums to keep the County up to date on progress and direction regardless of the effort's nature. Different resources may be needed respective to circumstance.

The Contractor will use best practice development standards when performing development work. This includes adhering to out-of-the-box configuration capabilities and avoiding the use of scripting, maintaining the integrity of baseline business rules and User Interface (UI) policies, and keeping customization to a minimum. The County will make final decisions on the recommended development approach.

Defects will be treated similarly to Incidents and will carry the same SLA's. See the Incident Support Process section in this Agreement for details.

2.2 - Support Model & Process

The support model and process will consist of several elements to ensure a complete and comprehensive resolution to all assigned County issues, failures, minor enhancements, and system bugs. Patching needs are included in the standard support model. ServiceNow required upgrades are typically more than 20 hours and would be considered a project with a separate SOW or per approval can be considered an Ad-Hoc project authorized by County (see section 3.0). There will be different processes and SLA's associated with Incident and Requests. Definitions of Incident and Requests are included in Appendix A.

Incident Support Process

- **Intake:** The County ServiceNow Administrator and Governance Teams will assign an Incident to the designated Contractor assignment group within County's ServiceNow instance.
- **Identification and Assessment:** A Contractor TC will assign the incident to a member of the Contractor's ServiceNow support group within the Response SLA time period outlined in the SLA tables below. If the priority level of an incident is in need of change, the TC will discuss the priority of the incident with the County's ServiceNow Division Manager or their designee. The Contractor will begin analysis and troubleshooting of the Incident.
- **Escalation:** If the Contractor determines that the issue is not a ServiceNow issue, the Contractor will transfer the Incident to the appropriate County ServiceNow support group pursuant to the County's guidance. The Contractor will enter work notes in the Incident explaining why the Incident is being transferred.
- **Resolution:** The Contractor will resolve the incident within the appropriate Resolve SLA time period for the Incident's Priority. Not all incidents can be resolved permanently within the SLA period due to the nature of the issue or the fix that is needed. Therefore, in some cases, a work around may be necessary in order to temporarily resolve the incident while a more permanent fix is determined or put in place. The Contractor and the County will work together to determine the appropriate permanent fix, if any, and establish an appropriate time frame to deploy the permanent fix. The Contractor will enter Resolution notes into the Incident prior to resolving it.
- **Incident SLA's:** The following SLA's will apply to Incidents:
 - **Incident Response SLA:** County's Priority 1 – Priority 4 Incident SLAs will be applied to ServiceNow Incidents assigned to the Contractor ServiceNow support group. The Response SLA will stop once the Incident is assigned to a specific TC.
 - ServiceNow Incidents will be submitted with a priority level consistent with the current known state. If necessary, the Incident can be raised or lowered after initial assessment and with feedback from the County. After incident resolution, the Contractor will provide the County a Root Cause Analysis (RCA) to identify the cause of the incident. An RCA will be documented in a problem record within ServiceNow.
 - The following are the Incident Response SLAs for records assigned during standard working hours:

Priority	Response SLA
1	30 business minutes
2	1 business hour
3	4 business hours
4	8 business hours

- **Incident Resolve SLA:** The County's current Incident SLA definitions for Priority 1 – Priority 4 Incident resolution will be applied to ServiceNow Incidents assigned to the Contractor support group.

Priority	Resolve SLA
1	4 business hours
2	8 business hours
3	2 business days
4	5 business days

- Incident Resolve SLA pause conditions: The Incident Resolve SLA will be paused when the Contractor is waiting for information from the person who submitted the incident or from another party. In addition, as mentioned above, there may be incidents where a permanent fix will take longer than the SLA. When this happens, the Contractor and the County will come to an agreement on how to measure those incidents.
- SLAs will be tracked and reported on in County's ServiceNow instance. The Contractor will leverage the County's current process to adhere to Incident response and resolution SLAs.

In order to ensure SLA terms are met, the Contractor will comply with following:

- On a quarterly basis, if the Contractor meets less than 90% of SLA adherence across response and resolution of incidents, there will be a 5% credit attributed to the County for use at a future point in time on any invoice. The credit will be based on that respective quarter's charge specific to quarterly incident support hours.

Request Support Process

- Intake: The County submits a Request for an enhancement or a change to current functionality within the County's ServiceNow instance. The task or enhancement will be assigned to the Contractor's ServiceNow support group.
- Assessment: Contractor will perform the following assessment tasks:
 - Review the request requirement(s).
 - The Contractor's support manager will facilitate prioritization of the new request against the existing prioritized requests.
 - The Contractor's support manager will coordinate a meeting with the appropriate County resources to finalize and validate the requirements. The County is responsible for validating and approving requirements before any work is performed. Validated and approved requirements are final.
 - Determine estimated effort and duration. If less than six (6) hours of effort: complete as assigned and according to the Priority SLAs detailed below.
 - If the Contractor needs additional information from the County before it can complete the estimated effort and duration, the Contractor will change the state field of the Enhancement record to "Awaiting user info". This state will pause the SLA. Once the Contractor receives the info, the Contractor will change the state field to the appropriate state and the SLA will begin where it left off.
 - If greater than six (6) hours of effort, Contractor will communicate estimated effort and duration for County approval to proceed.
 - If greater than twenty (20) hours of effort, Contractor will communicate with the County that the effort will be deemed a project and the Contractor will discuss approval of a project or creation of a separate SOW and next steps with County resources.
 - Depending on the type of request/enhancement, there will be two approaches to work deemed greater than twenty (20) hours of effort. If the request is to be used by County's Information Services Department (ISD) and approved by the County's internal governance, the work will be handled via this Agreement. If the

request is for a business unit or not approved by County's internal governance, a separate Agreement will be drafted and mutually agreed upon between the County department requesting the enhancement or change, ISD, and the Contractor.

- In each case, scope and estimates will be clearly presented for submission in the form of a task order and approved by the County department requesting the enhancement or change, ISD, and the Contractor prior to commencement of work.
 - Note: The Contractor will halt the assessment and contact the County if more than two (2) hours is required to determine estimated effort and duration. Assessment will resume once the County approves in writing the mutually agreed upon revised assessment effort.
- Configuration, Development, and Testing:
 - The Contractor will work to complete configuration and/or approved development and testing within the estimated effort and duration parameters.
 - The Contractor will change the state of the Enhancement record to "Awaiting user info" and assign the Enhancement to appropriate County resource. The Contractor will coordinate with the County's Project Sponsor to coordinate any required user testing. The "Awaiting user info" state will pause the SLA. Once the County confirms that the development passes testing, the County will change the state of the Enhancement record to "Ready to Deploy to Prod" and assign the Enhancement record to the appropriate Contractor resource. The "Ready to Deploy to Prod" state starts the SLA again where it left off.
 - The Contractor will submit a Change Request in the County's ServiceNow Production instance, associate the Change Request record with the Enhancement record and change the state of the Enhancement record to "Closed Complete". The County will engage its Change and/or Release process to migrate the update set(s) to its the Production instance.
 - Note: The Contractor will provide timely communication at or before 50% completion of any work that may exceed communicated effort and duration estimates. Configuration and/or approved development and testing efforts beyond the communicated estimates will only occur with the County's written approval. The intake method for ongoing operational support services will be submitted by the County's ServiceNow Incident or Service Request applications and assigned to the "CAI Consultants" assignment group supporting the County's ServiceNow Application Suite. Upon submission, a notification will alert the Contractor's ServiceNow Technical Consultant Team defined within the County's environment.
 - If a resource is needed to perform development work requiring specialized skills, the Contractor's support manager will work to acquire this resource to perform the work, with prior approval by the County.
 - The Contractor's support manager will coordinate a meeting with the County to demonstrate the developed functionality to confirm it is correct and document any minor changes
 - The TC will develop any needed minor changes and perform unit testing
 - If desired, the TC will demonstrate the changes to the County
 - The TC will move the update set(s) to the Test/QA instance and inform the County that the functionality is ready for User Acceptance Testing (UAT)
 - The County performs user acceptance testing on the functionality
 - The County will report defects or additional enhancements (see Appendix A for definitions) via the mutually agreed upon process. The Contractor suggests using the Defect and Enhancement records in the Service Portfolio Management (SPM) module for each of lifecycle management.
 - By mutual agreement, if there are defects in build quality, the Contractor will remediate without billing time spent on remediation to the County

- Request SLA's: The following SLA's will apply to Requests:
 - Enhancement Response SLA: Enhancements SLAs will be applied to ServiceNow Enhancements assigned to the Contractor's ServiceNow support group. The Response SLA will stop once the Enhancement is assigned to a specific CAI technical consultant.
 - The following are the Enhancement Response SLAs for records assigned during standard working hours:

Response SLA
8 business hours

- The following are the Enhancement Resolve SLAs for records assigned during standard working hours:

Priority	Level of Effort	Resolve SLA
Priority 1	Under 6 hours	3 business days
Priority 2	Between 6 – 20 hours	8 business days
Priority 3	Over 20 hours	Mutual Agreement

- Enhancement Resolve SLA pause conditions: The Enhancement Resolve SLA will be paused when the Contractor is waiting for information from the person who submitted the enhancement or from another party.
- SLAs will be tracked and reported on in County's ServiceNow instance. The Contractor will leverage the County's current process to adhere to Enhancement response and resolution SLAs.
 - In order to ensure SLA terms are met, the Contractor will comply with the following: On a quarterly basis, if the Contractor meets less than 90% of SLA adherence across response and resolution for enhancements, there will be a 5% credit attributed to the County for use at a future point in time on any invoice. The credit will be based on that respective quarter's charge specific to quarterly enhancement support hours, excluding project work (level of effort over 20 hours).
- For Enhancements, there will be a stabilization period during the first 60 (sixty) days of the engagement in which SLA penalties will not apply.

Contractor Support Management Oversight: For both Incidents and Requests, the Contractor's Support Manager will provide any needed oversight in the form of scheduling meetings, coordinating efforts between various resources or groups and ensuring that work is completed according to SLA's or within the estimated timeframe. When any support work is determined to require specialized skills, the support manager will secure these resources to execute the work.

Issue Escalation: The Contractor adheres to the following escalation process; the Contractor Support Manager is the first escalation; the Contractor ServiceNow Practice Executive Director is the second escalation and Contractor Local Government Executive Director is the third escalation.

County's escalation process is as follows; first escalation; the Application Manager, second escalation is the County's Division Manager, and third escalation is the Office of the CIO.

Hours of operation: The Contractor's team of ServiceNow experts will be available within the operating hours of Monday through Friday from 8:00 AM to 5:00 PM PST.

Section 3 - Ad-Hoc Project

For large incidents, requests, and enhancements, specifically those that are larger than 20 hours of effort and mutually agreed upon by the Contractor and the County. Contractor will scope the project effort and

provide a recommendation, including level of effort and proposed timeline, to the County ServiceNow Division Manager or their designee.

3.1 - Project Authorization

The County's ServiceNow Division Manager or their designee will review the recommendation and unless the recommendation requires modifications, provide authorization/approval to move forward. Approved recommendations will be conducted on a time and material basis utilizing this Agreement and considered an ad-hoc project. If not approved as an ad-hoc project, a separate Agreement may be drafted, negotiated, and executed with the Contractor and the County prior to work being performed, but at all times subject to approval from the County's ServiceNow Division Manager or their designee.

3.2 - Project Change Control Procedure

In the event the parties determine that the scope of this project requires modification, they will utilize the following Change Control Procedure. The Change Control Procedure can be initiated at any time by either party if there is a reasonably good faith belief that such change is required. Both parties will utilize the Change Request form in Appendix B to initiate a change. The Contractor and the County shall mutually agree on the changes before proceeding. A written project Scope of Work Change Request must be created by the Contractor.

Any large-scale configuration/enhancements requiring twenty (20) or more hours of effort will be defined as a Project. Projects will include testing, training, and will be managed utilizing the ServiceNow Now Create Methodology. These projects will be coordinated with County resources. Ad-hoc projects will be tracked via the County's idea management process. If the ad-hoc project is approved by the County's internal governance, it will be converted to a project. Project time will be entered and tracked within the County's ServiceNow's Timesheets. Depending on the needs of the respective project, the Contractor will ensure proper skillsets are assigned.

The not to exceed amount for the services described by this Exhibit A are for services related to implementation by the County ISD. Other County departments are eligible to utilize the terms and pricing as described in this Agreement; however, those Agreements shall be executed by the individual department(s) and executed pursuant to the relevant County Agreement requirements.

Examples of these projects include County and department-specific enhancements such as the following:

- Custom development, custom configuration, and enhancements
- Develop custom workflow for new or existing services
- Develop custom application meeting department needs
- Implement additional modules and features
- Redesign or enhance existing implementations

Section 4 - Training and Communications

Training development will begin after User Acceptance Testing signoff during the Deliver Phase.

The Contractor has the ability to offer multiple different training methods and options:

- Train-the-Trainer for delivered ServiceNow project work, including created materials to specific project work. This includes knowledge transfer activities.
- End User Training: full documentation and knowledge articles which may include instructor led training and/or video (computer-based training) based training decided on by scenario.
- Additional options can be agreed upon based on specific future needs.

Section 5 - Organizational Change and Communication

The County is responsible for the overall Organizational Change Management (OCM). This may include the development and execution of the Communication Plan and all user communications regarding the ServiceNow implementation. To ensure successful ServiceNow implementation, County will begin working on the Communication Plan during the Initiate Stage of the project and finalize it during the Plan Stage of the project. Upon request, the Contractor will provide advisory services to the County with regard to organizational change communications when requested by the County's ServiceNow Division Manager or their designee.

Section 6 - Road Mapping Services

The Contractor's Support Services include road mapping services on a one-time per year basis. The Road mapping process is defined below:

6.1 - Review and Roadmap

- A topical review/health check of the County's current state ServiceNow® implementation and associated ITIL processes
- Interview session with the Contractor and County resources to determine desired outcomes for expansion and extension of ITIL/ServiceNow
- Review key stakeholders, sponsors, and customer engagement models
- Review current licensing against usage of platform applications
- Review current non-license costs (such as entitlements)
- Review the intake process for ServiceNow and associated process enhancement, feedback, and control

6.2 - Roadmap Content

- The Contractor will provide a written work product that includes a baseline roadmap highlighting: Inventory, Stakeholders, Outcomes, Visibility, Prioritization, Governance, and Continuous Improvement
- Key recommendations on future state and actionable plans to achieve that future state
- Key application inventory
- Process and functional changes
- A phased "release" calendar
- Define who owns and sponsors the platform
- Define clear outcomes and how to measure those outcomes
- Understand the release cycle, new modules, new features
- Make the roadmap actionable and visible
- Define Demand Intake, Prioritization, and Options
- Define working of Advisory, Oversight, and stakeholder engagement model

Planning for the road mapping services should begin 6 – 8 weeks in advance to ensure that all key stakeholders are available and scheduled appropriately.

Section 7 -Time Tracking

Contractor resources will document their time estimates directly on assigned incidents and request, including enhancements. Additionally, they will track their time spent on incidents and requests in the

Time Card application within County's ServiceNow instance. The County will approve logged time each week and/or month within ServiceNow. The Contractor support manager will confirm that the time submitted in ServiceNow is reconciled with the time on the monthly invoice prior to the invoice being sent to the County. At the beginning of the engagement, the Contractor and the County will work together to configure the Time Card application to support this process. The Contractor will utilize the assignment group as a filter to exclude the Contractor's time from County's internal bill back mechanism to the County's internal customers.

Section 8- Assumptions

The following assumptions apply to this Agreement, some are general assumptions and other are specific assumptions for the Contractor or the County:

8.1 - Roles and Responsibilities

- The County's ServiceNow Division Manager or their designee will have overall responsibility for the support engagement and meeting regularly with the Contractor Support Manager to review progress and resolve issues. The County's ServiceNow Division Manager or their designee will also have reasonable availability for support related questions and approvals.
- The County will provide the required resources to support this engagement and all services referenced in this Agreement and ensure active participation so that any support needs are successful. This may include an executive decision-maker, project leadership and management, subject matter experts, and technical resources as needed based on respective projects.
- The County will have a point of contact for governance, escalation/communication, and change control for this engagement.

8.2 - Access, Licensing, and Hardware

- The County will provide a minimum of two (2) ServiceNow Licenses for the Contractor to perform the minimum requirements of this engagement. The County will also provide additional licenses as determined when engaging additional Contractor Technical Resources.
- The Contractor will provide PC hardware and software needed to connect to the County's ServiceNow instance. This includes basic PC software and equipment to perform the work. Any custom equipment, connectivity requirements or applications will be the County's responsibility.
- Remote access to the County's ServiceNow instances is required. Remote access and additional technologies required for access to other County resources is the responsibility of the County. The Contractor will conform with any the County's remote access requirements and policies.
- The Contractor will leverage the County's ServiceNow instance to track requests for enhancement and support requests. An Assignment group will be created within the County's production instance to which ServiceNow Incidents and Requests will be assigned.

8.3 - Process and Procedures

- The County will provide the Contractor with adequate information and notice when the County's ServiceNow technical resources will be making changes to the same objects within ServiceNow that the Contractor technical consultants are working on. Lack of communication around development work on the same objects could result in failures in functionality, rework schedule delays, and additional cost.
- The County will notify the Contractor of material changes to the County's environment outside of those changes made by the Contractor.
- Work will be provided remotely. In the event onsite work is required the County will reimburse the Contractor for travel and related expenses consistent with section 20 of the agreement. In the event, the County will provide site access, security, workspace, software, and facilities for the Contractor's team, as necessary.

- Approximately one (1) hour of knowledge transfer will be provided for every twenty (20) hours of development work.
- In the event the County desires the Contractor to deliver technical knowledge transfer to the County's ServiceNow administrators or developers, it is highly recommended that the trainees have completed the ServiceNow® Fundamentals training course prior to knowledge transfer.
- If an initiative is agreed to take more than twenty hours of effort (i.e. a project), a period of two to three weeks is required to ensure proper resource allocation for efficient project execution after the task order is signed. There may be times in which a project is able to be started quicker than two to three weeks based on resource availability.

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:

Rate Card

Rate/Hour	Resource Title	Brief Description
\$150.00	Business Process Consultant	Conduct workshops with clients to derive specific requirements; advise team about best practices related to business process being implemented; help write project stories from requirements.
\$200.00	Project Lead	Provides overall project and solution direction and serves as the escalation for all project matters.
\$75.00	Quality Analyst	Test and verify that development meets requirements from project stories, document defects (if found) for remediation by technical consultants.
\$190.00	Senior Technical Consultant	Configure all settings and customizations for any module of the ServiceNow platform (e.g., ITSM, ITOM, ITAM, SPM, CSM, HRSD, etc.) as required by the project stories.
\$200.00	Solution Architect	Design overall technical development approach required to meet requirements as represented by project stories.
\$165.00	Support Manager (a.k.a. Project/Engagement Manager)	Plan and oversee project team activities, manage communications with client, engage appropriate resources.
\$165.00	Technical Consultant	Configure all settings and develop basic customizations to the ITSM module of the ServiceNow platform as required by the project stories.
\$150.00	Trainer	Train the trainer and/or a small group of client practitioners about how to use the developed platform before go-live.

Invoicing

The County shall pay the 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 covered
- Breakdown of labor, materials, and taxes if applicable
- A detailed breakdown of hours used by request and function. For example:
 - Technical consultant

- Senior Technical consultant
- Support Manager

Payments shall be made within Net 30 days from the date of the applicable, undisputed invoice.

Timecard approval by the County will occur on a weekly basis prior to submission of Contractor monthly invoice and included as backup documentation when the monthly invoice is sent to the County.

Appendix A – Definitions

Term	Definition
Incident	An incident is created when something is broken, i.e. is not working like it should or like it used to. Incidents are tracked in ServiceNow via an Incident record. Incident numbers in ServiceNow starts with "INC".
Request	A request created when someone wants something new or a change to something that exists already. Requests are tracked in ServiceNow via a Request record. Request numbers in ServiceNow start with "REQ"
Requested Item	A Requested Item is created when someone creates and a Request (REQ) in ServiceNow. Requested Items are tracked in ServiceNow via an Requested Item record. Requested Item numbers in ServiceNow start with "RTIM". CAI may use RITM records to manage requests for new or changed functionality.
Story	Stories are used in the Agile methodology. A story is a record in ServiceNow that is used to document the description and acceptance criteria for requirements. CAI may use Stories to manage new or changed functionality.
Sprint	A Sprint is grouping of Stories. Sprints are typically "time boxed" in two-week durations, usually by applying a specific number of combined hours that the technical consultants can devote during the two-week period. Only one group at a time can be assigned to a sprint.
Validate	Validation is the process of approving a final set of requirements. The County is responsible for validating all requirements, whether in an RITM or in a Story prior to CAI beginning development.
Defect	A defect occurs when functionality does not work according to the validated requirements in a Story or an RITM. Unless a defect is associated with custom work, fixing defects does not incur additional cost.
Enhancement	An enhancement occurs when the County wants to add new functionality to validated requirements or change the functionality in validated requirements. Enhancements will incur additional cost.

Appendix B – Change Request Form

This Project Change Request, when executed by both parties, will serve to initiate a change to the Scope of Work. All other terms and conditions contained in Agreement remain in full force and effect.

Change Request Form						
Team Member Name:			Change Request ID:			
Change Request Name:			Priority (Indicate with an X)			
Project Area:			High <input type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>	
Identified By:		Assigned To:		Date Submitted:		
Description of Proposed Changes:						
Reason for Proposed Change (Benefits):						
Project Impact (Time, Cost, etc.):						
Assumptions:						
Cost:						
Status	Level of Impact			Outcome		Comments:
	High <input type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>	Accepted —	Rejected —	

The parties have agreed to this change to the Statement of Work.	
COUNTY OF SAN MATEO	COMPUTER AID, INC.
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____