

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CORNERSTONE ONDEMAND, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CORNERSTONE ONDEMAND, INC., hereinafter called "Contractor" or "Cornerstone";

### W I T N E S S E I H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing a countywide Learning Management System (LMS) for the County, Consortium, and the Courts.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

### **1. Definitions**

**"County or Client"** means the County of San Mateo and **"Contractor"** means Cornerstone OnDemand, Inc.

**"Active User"** means, in a given calendar month, a user established on the Software (defined below) with a designation of "active" at any time during that month.

**"Affiliate"** means a party that partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, County.

**"Confidential Information"** means non-public information of Cornerstone or County to which the other party may have access, including, but not limited to, any Product (defined below), which information a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" by the Disclosing Party (defined below). "Confidential Information" does not include information whereby it can be established conclusively by the Receiving Party (defined below) that such Confidential Information: (i) was publicly known prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known after disclosure by the Disclosing Party through no wrongful action or omission of the Receiving Party or any of its employees, contractors, or agents; (iii) was already rightfully in possession of the Receiving Party at the time of disclosure by the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information. **Furthermore, "Confidential Information" does not include any information required by law to be publicly disclosed.**

**"Content"** means any and all web-based courses, instructor-led training, and/or just-in-time training licensed by or on behalf of County and/or any of its Active Users directly from Cornerstone; provided, however, that Content shall not include any Excluded Content (defined below).

**"Custom Software"** means any and all Software (defined below) that has been modified in any way at the request of County.

**"Disclosing Party"** means a party that discloses Confidential Information.

**"Documentation"** means any and all implementation materials or other printed or electronic materials provided by Cornerstone to County or made available by Cornerstone to County, subsequent to the Effective Date (defined below), which relate to County's use of the Software (defined below).

**"Excluded Content"** means any and all web-based courses, instructor-led training, and/or just-in-time training hosted by Cornerstone, but are licensed by County directly from a third party or are proprietary content of County.

**"Implementation"** means Cornerstone's initial implementation, deployment, and training relating to the Software (defined below).

**"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising under the laws of the United States or any other jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

**"Products"** means any and all Content, Documentation, Services (defined below), work product resulting from Services, and Software (defined below).

**"Receiving Party"** means a party other than Cornerstone or County that receives Confidential Information from a Disclosing Party.

**"Service"** means any service rendered by Cornerstone to County, including, but not limited to: (i) licensing and/or hosting of the Software (defined below); (ii) licensing, hosting, delivery, and/or distribution of Content and/or Excluded Content; (iii) provision of second tier customer and/or technical support for the Software; (iv) provision of training; (v) development and licensing of Custom Software; (vi) implementation of the Software; and/or (vii) any consulting service.

**"Software"** means: (i) any and all software on which Cornerstone operates, including all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as Custom Software; (ii) Cornerstone's proprietary, ASP-managed platform, or any variation thereof, providing County with a human capital management portal configured for some or all employees of County. "Software" includes neither Content nor Excluded Content.

## **2. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A— Schedule of Fees and Services

Exhibit B— Service Level Agreement and Description of Products and Services

Exhibit C – List of Departmental (Organizational Unit) Administrators and 5 County Administrators - List of names to be provided by County

Attachment I—504 Compliance

Attachment IP – Intellectual Property

### 3. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "A", Contractor shall provide all Products purchased by the County and perform all services in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A, B, & C".

Any and all Services shall be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof. As of October 31, 2016 the County has purchased Products according to the prices and quantities set forth in Exhibit A and B.

### 4. Cornerstone's Obligations

- a) Support. Cornerstone shall provide the following types of support to County:

Administrative/User Support. Cornerstone shall provide second level asynchronous support for up to five (5) of Countywide system administrators and thirty (30) departmental-specific system administrators whose names are set forth on Exhibit D. County acknowledges that its Active Users will initially contact County's internal administrators and/or help desk for first level support. If the administrator/help desk cannot resolve the issue, a County administrator (but not the Active User) may contact Cornerstone support via email, or phone.

Response Times. Cornerstone will respond to each request for corrective maintenance (which excludes requests for new or enhanced functionality or design ideas) based upon the priority of the problem, as set forth below:

Priority 1—A problem such that (i) the Cornerstone URL

(<http://sanmateocounty.csod.com>) produces no results or (ii) County's authorized users cannot login to Cornerstone after repeated attempts.

Cornerstone will respond to a Priority 1 notice within four (4) hours of notice thereof and will continue its efforts to resolve the problem without interruption; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within six (6) hours after notice thereof.

Priority 2—A significant technical problem that relates to the functionality of the Software and precludes productive use of a portion of the Software. Cornerstone will respond within twelve (12) business hours of notice thereof and will continue its efforts to resolve the problem without interruption during Cornerstone's normal business hours; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within three (3) business days after notice thereof.

Priority 3—An inconvenient technical problem that does not affect the productive use of the Software. Within a reasonable time period, Cornerstone will use all commercially reasonable efforts to resolve the problem with changes to Documentation or in a future release.

Priority 1 Technical Support. Cornerstone will make a toll-free telephone number available to County solely for the purpose of reporting Priority 1 technical issues

with the Cornerstone Software to Cornerstone outside of normal business hours (7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding national holidays).

- b) Cornerstone Service Level Standards. Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods).
- c) Remedy. In the event that Cornerstone has not complied in all material respects with its obligations set forth in Section 4(a) or Section 4(b) above, then, for each calendar day thereafter that Cornerstone has not so complied, County will be entitled, as its sole and exclusive remedy therefore, to a payment from Cornerstone or credit against the next bill equal to 1/365<sup>th</sup> of the amount of the annual fees for Software as indicated on Schedule B below, and subject to Sections 4(d) (County Assistance) and 22(1) (Force Majeure) below.
- d) County Assistance. County agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems caused by hardware or software not provided by Cornerstone.

## 5. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and "B", except as otherwise expressly agreed to by the parties in writing, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A" and "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED SEVENTY-NINE THOUSAND DOLLARS over the course of **three years**. Awarding this contract does not ensure that the County will spend the total amount of this Agreement. County is not obligated to purchase any optional products and services.

## 6. Software License

Grant. Subject to the terms and conditions of this Agreement, and solely for the Term, Cornerstone hereby grants to County a worldwide, nonexclusive, non-sublicensable, non-transferable limited license to use the Software ordered and paid for by County solely as a human capital management system as set forth in Documentation and this Agreement.

Restrictions. In no event shall County or its employees, contractors, agents, or Affiliates use or deploy any of the Products: (i) in violation of applicable laws, rules or

regulations; (ii) for commercial exploitation; or (iii) for any reason other than for the Products' intended purpose as set forth in the Documentation and/or this Agreement. Further, County shall not, and shall cause its employees, contractors, agents and Affiliates not to: (i) copy all or any portion of the Products; (ii) modify, translate or create any derivative works based upon any of the Products; (iii) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any of the Products or any part thereof; (iv) make any of the Products available to any unauthorized third parties; (v) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer any of the Products; (vi) perform, or release the results of, benchmark tests or other comparisons of any of the Products with other software, services, or materials; (vii) permit any of the Products to be used for or in connection with any facility management, service bureau or time-sharing purposes, services or arrangement, or otherwise used for processing data or other information on behalf of any third party; or (viii) use any of the Products other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 6, Contractor may immediately terminate this Agreement, in addition to any of its other remedies available at law or in equity.

Proprietary Rights. Except for the limited licenses expressly granted herein, as between the parties, Contractor will and does retain all rights, titles and interest (including, without limitation, all Intellectual Property Rights) in and to all of the Products and all derivatives, modifications or enhancements to any of the Products. County agrees, at Contractor's sole cost, to take any action reasonably requested by Contractor to evidence, maintain, enforce or defend Contractor's Intellectual Property Rights to the extent such action relates to County's use of the Software. County shall not take any action to jeopardize, encumber, limit or interfere in any manner with Contractor's or its licensors' ownership of and rights with respect to any of the Products. All rights relating to the Products not expressly licensed to County hereunder are hereby expressly reserved by Contractor

License Covers all Current and Future County Users. Subject to all of the other terms and conditions of this Agreement, County may allow any Affiliate to license and use the Software and/or Services provided by this Agreement, subject to the maximum number of Active Users set forth in this Agreement; provided, however, that County shall be responsible for the payment of all fees and costs associated therewith, shall ensure the compliance by any such Affiliate and its end users with the terms and conditions of this Agreement, and shall be responsible for any breach of such terms and conditions by such Affiliate and/or its end users.

## **7. Term, Renewal, and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 31, 2016 through October 30, 2019. Prices shall remain constant for the first three (3) years of the Agreement. Thereafter, Software fees shall not increase by more than five percent (5%) per annum.

Termination.



This Agreement may be terminated by Contractor or by the Human Resources 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. 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.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement, with the exception of Products, shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Immediately following the termination of this Agreement, County shall cease using all Products and shall return to Contractor all Documentation (as defined in Section 1 of the Agreement) and Confidential Information provided or made available to County (or, at Contractor's option, certify in writing that all Documentation and Confidential Information (as well as all copies thereof) have been destroyed. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- a) Material Breach. Without limiting any other rights or remedies that either party may have at law or in equity, either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder (other than payment obligations), and such breach has not been materially cured within forty-five (45) days of its receipt of written notice describing the breach in reasonable detail. In the event a payment obligation is breached, the non-breaching party may terminate this Agreement, without limiting any other rights or remedies that such party may have, if the breaching party has not cured such payment breach within ten (10) days after it has received written notice of such breach.
- b) Bankruptcy Events. Either party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

## **8. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds,

by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

## **9. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

## **10. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) or any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

The County shall indemnify and save harmless Contractor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including the County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) or any sanctions, penalties, or claims of damages resulting from County's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of the County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **11. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately, upon discovery, terminate this Agreement. County hereby consents in writing to allow Data Return, a contractor of Contractor, to protect, secure, host, and/or manage County's Active User data.

## **12. Insurance**

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

### **(1) Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

### **(2) Liability Insurance**

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 himself/herself or by any



sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

Comprehensive General Liability . . . . .	\$1,000,000
Motor Vehicle Liability Insurance . . . . .	\$1,000,000
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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**13. Compliance with laws; Payment of Permits/Licenses**

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

**14. Non-Discrimination and Other Requirements**

- A. Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. 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 of San Mateo upon request.
- D. Violation of Non-discrimination provisions.* 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 Manager, including but not limited to:
1. termination of this Agreement;
  2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  3. liquidated damages of \$2,500 per violation;
  4. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F.* The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**15. Compliance with Contractor Employees Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**16. Retention of Records, Right to Monitor and Audit**

- (a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping. Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by the County.
- (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**17. Merger Clause**

This Agreement, including Exhibits A, B, C and D attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

## **18. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

## **19. Disclosure of Confidential Information.**

- a) Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties, except as mandated by law (including, but not limited to, the Public Records Act); (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive for three (3) years after termination of this Agreement.
- b) Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

## **20. Disclaimers of Warranties**

- a. General. Except to the extent expressly provided for in this Agreement, the products are provided "As Is," and the County's use of the products is at its own risk. Except to the extent expressly provided for in this Agreement, Cornerstone does not make, and hereby disclaims, any and all warranties, whether implied or express, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice. Except as set forth in the Service-Level Agreement in Section 4 above, Cornerstone does not warrant that the products will be uninterrupted, error-free, virus-free, or completely secure.
- b. Internet. The products are subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Except for the failure to maintain the Service-Level Agreement set forth in Section 4 above, Cornerstone is not responsible for any delays, delivery failures, or other damage resulting from such problems.
- c. Liability.
  - 1. Limitation of Liability. Cornerstone will not be liable for lost profits, lost revenue, lost business opportunities, loss of data, interruption of business, providing replacement software or services, or any other indirect, special, punitive, incidental or consequential damages arising

out of or related to this Agreement regardless of the theory of liability, even if it has been advised of the possibility of such damages. The parties acknowledge that the fees agreed upon between County and Cornerstone are based in part on these limitations, and that these limitations will apply notwithstanding any failure of any essential purpose of any limited remedy.

2. **Maximum Liability.** Cornerstone's maximum aggregate liability to County pursuant to this Agreement, including, without limitation, pursuant to Section 10, will be limited to the greater of: (I) Total amount of the software fees paid to Cornerstone by County hereunder for the twelve-month period immediately preceding the date the cause of action arose; or (II) The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00). The existence of more than one claim shall not expand such limit.

## **21. Jurisdiction**

Cornerstone and the County agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of San Mateo, and Cornerstone and the County hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

## **22. Miscellaneous Provisions**

1. *ForceMajeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
2. *Counterparts; Facsimile.* This Agreement may be executed in any number of counterparts and in facsimile, each of which shall be an original but all of which together shall constitute one and the same instrument.
3. *No Third Party Beneficiaries.* The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.
4. *Severability.* If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision

shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

5. *Independent Contractors.* County and Cornerstone are independent entities, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between County and Cornerstone. Each party understands that they do not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
6. *Headings.* The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
7. *No Waiver.* No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
8. *Non-Solicitation.* For the duration of this Agreement, and for a one-year period from the date of the termination of this Agreement, the County's Information Services Department shall not: (i) solicit for employment or engagement, directly or indirectly through any other entity, any then current employee of Cornerstone; or (ii) solicit or attempt to convince any customer or vendor of Cornerstone to terminate its relationship with Cornerstone. If the County's Information Services Department breaches any of its obligations in this section, Cornerstone shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

## **23. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

### **In the case of County, to:**

Rocio Kiryczun  
Deputy Director  
San Mateo County Human Resources Department  
455 County Center  
Redwood City, CA 94063



**In the case of Contractor, to:**

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Cornerstone OnDemand, Inc.  
1601 Cloverfield Boulevard, Suite 620  
Santa Monica, California 90404

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

Cornerstone OnDemand, Inc.

DocuSigned by:  
  
4E07A280FE5B4C2...  
Contractor's Signature

Date: November 29, 2016

DocuSigned by:  
  
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SVP Administration & General Counsel

## EXHIBIT A SCHEDULE OF FEES AND SERVICES

Subject to the terms of the Agreement, Contractor shall provide the following services, and the County shall pay the Contractor based on the following fee schedule and terms:

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the “**Agreement**”). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product Name*	Quantity	Annual Fee(s)
Extended Enterprise - User Based Licensing	<1,981	\$23,772.00
Learning (with Certification Management)	<5,882	\$105,876.00
Unlimited Video Hosting and Delivery	<1	\$5,000.00
Data Load Wizard	<1	\$2,500.00
Basic Training (County + Consortium)	<12	\$5,700.00
Extended Enterprise – Transactions	<1,000	included
<b>ANNUAL FEE SUBTOTAL</b>		\$142,848.00
FIRST YEAR GRAND TOTAL		\$142,848.00
SECOND YEAR GRAND TOTAL		\$142,848.00
THIRD YEAR GRAND TOTAL		\$142,848.00

See <http://www.cornerstoneondemand.com/support> for detailed support descriptions. Support package selected above applies to all subsequent Orders except where otherwise stated. Any amendments or addenda to this Order shall be subject to mutual written agreement of the parties.

County has allocated an additional (i) \$100,000 for optional purchases of eLearning Content; and (ii) \$50,000 for optional purchases of Services.

### **Notes:**

\*These non-refundable fees are invoiced on the Effective Date and each anniversary thereafter, as applicable (notwithstanding, the optional fees shall be invoiced if and when those services are ordered by County). Any and all reasonable travel expenses arising from and/or relating to current or future Implementation and/or Consulting Services performed by Cornerstone, including, but not limited to, airfare, lodging, meals, and ground transportation, shall be reimbursed by the County, so long as such expenses do not exceed the total payment for services under this Agreement as set forth below.

\*\*In connection with the Implementation, County shall provide the necessary resources to scope the Implementation and shall also: (i) ensure project team attendance and active participation during all phases of the Implementation project and all status meetings; (ii) formally accept (sign-off) all key deliverables and Implementation Services; (iii) manage project staffing and milestones; (iv) manage project status and ensure completion of County project deliverables; (v) participate in configuration reviews; (vi) identify training attendees and ensure their availability; (vii) validate and

ensure available technical environment (high speed web access for all attendees during the training session); (viii) review User Procedures with Training attendees; (ix) become self-sufficient in product administration; (x) maintain responsibility for any configuration changes after the Implementation; (xi) provide a primary point of contact for Contractor after the Implementation; (xii) ensure proper communication to end-users during Implementation in preparation for rollout; and (xiii) manage change management, communication, and rollout plans. Contractor and County agree that: (i) County Implementation requests or requirements beyond the scope of the Implementation process described in Exhibit A and B, and/or (ii) County decisions that cause delays in Implementation, shall be subject to a change order.

**Invoices and Payment.** Payment of fees will be due within 30 days after the receipt of invoice, except where this Agreement prescribes different payment dates. All payments must be made in U.S dollars. Late payments hereunder will accrue interest at a rate of 1½% per month, or the highest rate allowable by law, whichever is lower. In any event, the total payment for services under this Agreement shall not exceed FIVE HUNDRED SEVENTY-NINE THOUSAND DOLLARS, (\$579,000.00) over the course of **three years**. Awarding this contract does not ensure that the County will spend this entire amount. County is not obligated to purchase any optional products and services. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Consulting Services – invoiced monthly at \$200/hour in accordance with an associated Statement of Work.

## Exhibit B

### Service Level Agreement and Products and Services Description

#### SERVICE LEVEL AGREEMENT (STANDARD)

This Service Level Agreement is subject to the terms and conditions of Client's agreement with Cornerstone (the "Agreement"), and does not become operative until Client has signed off on Implementation and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to "live" portals.

#### DEFECTS

A "Defect" is a technical defect with the Cornerstone application and/or those portions of software integrations within Cornerstone's control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

##### Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
<b>Initial Notification</b>	One (1) hour via an Incident Report	
<b>Status Updates</b>	Every two (2) hours until resolution or as indicated in the Incident Report	
<b>Resolution</b>	Twelve (12) hours	Twenty-four (24) hours
<b>Remedy</b>	In the event that Cornerstone has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.	

##### Minor Defects

- **Severity 3 (S3):** A Defect in one or more application features.

For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. "I get mad whenever I think

about it not working.” *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*

- **Priority 2** = A feature that is annoying when it doesn’t work, but multiple users are not prevented from progressing with important tasks. A work-around exists. “I get annoyed but can deal with it not working.” *An example: Users' transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*
- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. “I can deal with it.” *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
<b>Case Generation</b>	Upon submission		
<b>Diagnosis/ Validation</b>	Four (4) days	Six (6) business days	Twenty-one (21) business days
<b>Status Updates</b>	Available 24/7 via MySuccess		
<b>Resolution</b>	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
<b>Escalation</b>	A Client business stakeholder (i.e., not a Client administrator) may escalate an S3/P1 defect to the Global Product Support Manager with a written statement of business impact relating to the Defect. Cornerstone may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.	N/A	N/A
<b>Remedy</b>	In the event that Cornerstone has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit** against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.		N/A

## GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the application within one (1) business day.

## OFFLINE PLAYER AND MOBILE SUPPORT

For Offline Player, Cornerstone support is limited to **troubleshooting one model PC in Client’s environment that meets the minimum technical requirements specified by Cornerstone** (requirements available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should Client desire troubleshooting assistance with issues other than on the model PC, Cornerstone may be available to provide support services for an additional fee. Client agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

Cornerstone will periodically release new versions of Offline Player and its mobile applications. Accordingly, technical support will be available for the then-current version and immediate prior version only. In addition, if a code change or update is required to resolve an issue, Client may be required to upgrade to the then-current version.



Client's primary administrator is responsible for ensuring that the Offline Player and mobile applications are kept up-to-date, including applying available software updates.

## **SOFTWARE AVAILABILITY**

Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Cornerstone has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability below 99.5%, Client will be entitled, as its sole and exclusive remedy therefor, to a credit\*\* against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.

\*\*To claim a credit, Client must submit a credit request within thirty (30) days of the event giving rise to a credit. Upon receiving the request, Cornerstone shall have five (5) business days to respond.

### ***Standard Functionality***

#### *Home*

- Welcome: The Welcome page is personalized to give each user access to relevant system information, and may be configured by Organizational Unit.
- Edit Preferences: Users may edit limited personal details, such as email address, Cornerstone Enterprise password, and vacation status.

#### *System Admin*

- Corporate Preferences: Define the look and feel of Cornerstone Enterprise to fit the culture of your enterprise. Administrators can also set up support information and define their fiscal year end date to facilitate reporting.
- Users: A complete list of every user registered with Cornerstone Enterprise, this function is useful to look up individual users or groups of users. In this section it is also possible to see which rights a user has and which users have certain rights.
- Email Administration: Enables administrators to configure emails based on a number of pre-defined email triggers.
- Organizational Units: Enables the creation and editing of hierarchically-based organizational units (OUs), such as divisions, positions, and cost centers. Enables the creation of groups which combine other organizational units into custom OUs. Once established, many system preferences can be configured by OU.

### ***Learning Management System***

#### ***Learning Management and Certification***

- View Your Transcript: In the Transcript, users can launch and manage all training, as well as view complete training histories.

- Events Calendar: This calendar is a graphical representation of all the events available to the user in their specific location from which he/she can view, request, and assign an event. They are also able to view, request, and assign events in other locations or regions.
- Proxy Enrollment: Administrators may assign or enroll groups of users into any training item. Administrators may also enroll users retroactively into past instructor-led events that were not entered into Cornerstone Enterprise for some reason.
- Certification/CEU Tracking

### *Knowledge Management*

- Knowledge Bank: This central message board is highly configurable and controllable to allow users to contribute his/her knowledge to topics defined by administrators. Topics can be controlled by rights or location within the enterprise hierarchy. Files may be attached to postings, and administrators may edit or delete postings. Users may submit questions via this message board to administrator-defined experts.

### *Reports*

- Track Employees: This suite of reports focuses on the manager tracking his/her subordinates. Managers can view past and present training requests, as well as viewing their subordinates' transcripts, employee records, and test scores.
- Training Reports: Depending on rights, this suite of reports shows generalized training information for either the entire enterprise or just the division of the person running the reports. Reports can also be run for content providers, incomplete training, required training status, and total aggregate training hours.
- Billing Reports: Administrators can view the billing reports to track costs for the enterprise as a whole, or for their cost center or division. Billing reports are controlled by rights, so users only see reports granted to them by administrators. The reports summarize transactions by provider, user, cost center, or manager.

### *System Admin*

- Catalog Management: Catalog manager is used to define corporate access to subject areas and to select training providers for online and instructor-led training. Manage recent entries into the course catalog and associate them with subjects relevant to the learning objectives of your organization.
- Knowledge Bank: Administrators use this tool to personalize the knowledge bank, including adding topics and defining user roles and rights.
- Curriculum Manager: The Curriculum Manager enables authors to group training into sequenced required and elective training curricula. Curriculum owners can manage the curriculum worksheets of individual users, enabling the owners to make exceptions regarding required training for individual users and/or marking curriculum components as complete.

### ***Instructor-Led Training Module***

#### ***ILT***

- Manage Events and Sessions: The starting point for instructor-led training management. Administrators see a list of events with a listing of how many tentative, confirmed, and completed sessions belong to each event. Waitlists, exception requests, and interest tracking also are monitored from this page.
- Create Sessions: Create sessions for specified events. Each session may consist of multiple parts, which may have their own separate location, equipment, and instructors. Select registration deadline, charge date, price, availability, and other options.
- Facilities and Equipment: Manage and track facilities used for instructor-led training sessions, as well as the equipment used in each location. Administrators may also view room usage graphs to compare occupancy times across facilities.
- Vendors and Instructors: Administrators use this feature to maintain proper records on vendors and instructors, as well as to activate and inactivate vendors and instructors as enterprise training needs change. They can also enter detailed instructor profile information, as well as view a calendar of scheduled courses per instructor.

### *Reports*

- ILT Admin Reports: These are the reports for the instructor-led training interface of Cornerstone Enterprise. The reports focus on traditional classroom-based metrics of attendance, withdrawal and cancellation, and request status.

### **Content Management System**

- Course Publisher: The Course Publisher enables authors to publish industry-compliant proprietary content directly into the Cornerstone Enterprise catalog.
- Asset Importer: Authors can manage content assets through the Asset Importer, providing for the storage and retrieval of assets used in content development.
- Module Builder: Authors can create training modules utilizing existing assets through a WYSWYG tool.
- Course Builder: Authors can arrange modules into courses for publication.
- Test Engine: The Cornerstone Enterprise Test Engine enables authors to create questions and configurable tests. Tests can be randomly generated by the system based from a defined pool of questions.

### **Analytics Module**

- Custom Reports: The Custom Reporting Engine enables the generation of an unlimited number of ad hoc reports utilizing a wide range of criteria. Custom report criteria can be saved and shared with other Cornerstone Enterprise users.

### **Other Products & Services Available to County:**

Content – available through Cornerstone at market prices, according to an applicable Content Purchase Addendum.

### **Exhibit C**

List of Departmental (Organizational Unit) Administrators and Up to 5 County Administrators  
As of 11/22/2016

#### **County Administrators:**

<b>Name</b>
Belle Sierra
Gabe Aponte

#### **Department (Organizational Unit) Administrators**

<b>Name</b>	<b>Department/OU</b>
Noel Coloma	1-Career
Debbie Kong	1-Career
Christian Feng	1-Career
Rose San Juan	1-Career
Julie Goebel	1-Career
Jessica Esclamado-David	1-Career
Anne Weiss	1-Career
Marissa King	1-Career
Melissa Wong	2-Private
Julieta Fernandez	Assessor-Recorder-Clerk-Elections
Andrew Allee	Child Support Services
Sherrie Ramos	Child Support Services
Jeremy Reyes	Controller's Office
Rose Rushworth	Controller's Office
Emily Tauscher	Coroner's Office
Shirley Lectura	County Counsel's Office
Alicia Garcia	County Manager's Office
Maria Luna	County Manager's Office – Ag/Weights/Measures
Robert Bustichi	County Manager's Office – Public Safety Comm
Elise Moeck	County Manager's Office – Public Safety Comm
Debbie Padilla	District Attorney's Office
Lisa Schofield	District Attorney's Office
Sue Fisk	Health System – Aging & Adult Services
Elizabeth Schlieff	Health System – Aging & Adult Services
Moe Mati	Health System – Behavioral Health & Recovery Services
Emmy Naranjo-Cabatic	Health System – Behavioral Health & Recovery Services
Andrei Ostrea	Health System – Behavioral Health & Recovery Services
William Taylor	Health System – Correctional Health Services
Joanna Nuevo	Health System – Correctional Health Services
Theresa Smith	Health System – Emergency Medical Services
Larisa Margulis	Health System – Environmental Health Services
Jean DeTar	Health System – Environmental Health Services
Anapatriacia Mercado	Health System – Environmental Health Services
Laurie Washer	Health System – Family Health Services

Mary Brinig	Health System – LEAP Institute
Wanda Showaker	Health – Public Health, Policy & Planning
Akram Abdul-Cader	Health System – San Mateo Medical Center
Jennifer Baxter	Health System – San Mateo Medical Center
Cynthia Delmo	Health System – San Mateo Medical Center
Gemma Carpiz	Health System – San Mateo Medical Center
Jessica Frihart	Health System – San Mateo Medical Center
Stacy Glocke	Health System – San Mateo Medical Center
Yvonne Ho	Housing
Norman Pascoe	Housing
Kathy Merlo	Human Services Agency
Kat Chan	Human Services Agency
Pamela Storm	Human Services Agency
Clarisa Simon	Human Services Agency
Ventura Cortez	Human Services Agency
Kristine Anora	Information Services Department
Emmanuel Ufot	Information Services Department
Vanita Narayan	Information Services Department
Shawn Yu	Information Services Department
Diane Webster	Information Services Department
Karina Labrenz	Library
John Cho	Office of Sustainability
Mike Bolander	Office of Sustainability
Brenda Bennett	Parks
Heather Hardy	Planning and Building
Bridget Love	Probation
Chris Miller	Probation
Marney Taylor	Public Works
Krysta Caronongan	Public Works
Myra Yapching	Public Works
Manon Patterson	Public Works
Gladys Smith	SamCERA
Colin Bishop	SamCERA
Gina Sheridan	Sheriff's Office
Jennifer Prado	Sheriff's Office
Vince Bedolla	Sheriff's Office
Jenna McAlpin	Sheriff's Office
Chris Flatmoe	Sheriff's Office
Angey Rivera	Treasurer/Tax Collector
Tiffany Htwe	Treasurer/Tax Collector
Laura Williams	Treasurer/Tax Collector

**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 Cassidy

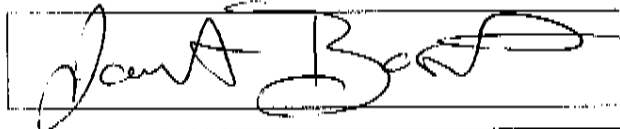
**Name of Contractor(s):** Cornerstone OnDemand

**Street Address or P.O. Box:** 1601 Cloverfield, Suite 600 South

**City, State, Zip Code:** Santa Monica, CA 90404

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

**Signature:**



**Title of Authorized Official:** Director, State and Local Government

**Date:** November 17, 2016

\*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**

**County of San Mateo  
Intellectual Property Schedule Questionnaire**

**Contract Administrator:**

**Does this Agreement call for a Contractor (including public, private, and/or non-profit companies and individuals) to create, make, develop, and/or design a product for the County?**

A “product” includes, but is not limited to, publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs.

☐ **YES**

☒ **NO**

**If “YES” is checked, use ATTACHMENT IP. (N/A)**