JEFFREY PRANG
ASSESSOR
COUNTY OF LOS ANGELES
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LOS ANGELES, CALIFORNIA 90012-2770
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(213) 974-3101

Valuing People and Property

November 9, 2016

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 November 9, 2016

LORI GLASGOW
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AUTHORIZE THE ASSESSOR TO EXECUTE AN AGREEMENT FOR PHASE II OF THE ASSESSOR'S MODERNIZATION PROJECT (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request Board approval to execute an Agreement with Oracle America, Inc. to support Phase II of the Assessor's Modernization Project (AMP), and delegate authority to amend Agreement for various contractual actions during the term of the Agreement.

IT IS RECOMMENDED THAT THE BOARD:

Approve and delegate authority to the Assessor, or designee, to execute an Agreement with Oracle America, Inc. (Oracle), substantially similar to Attachment I, effective upon execution, including any necessary subsequent Amendments, Change Orders and optional services, for Phase II of the AMP at a maximum amount of $23,807,621, which includes a 10% contingency.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTIONS

Background

The Assessor's current system environment includes over 120 aging applications that are not well integrated. Many of the mainframe applications were originally implemented between 1965 and 1978. The Assessor conducted an extensive evaluation of commercial off-the-shelf (COTS) products, including property tax administration, assessment systems and middleware products, and consulted with Sierra Systems, Gartner, and the County Chief Information Office (CIO), to identify two vendors, Oracle and International Business Machines Corporation (IBM), that already had Master Services Agreements (MSA) for middleware products and consulting services with the County. Working closely with CIO and County Counsel, a "targeted solicitation" process was developed under the MSA Work Order process and proposals from Oracle and IBM were evaluated. The Assessor, with the assistance from the Internal Service Department (ISD), evaluated each of the Work Order proposals and determined that Oracle's response proposed a more cost effective and complete solution to address the business needs of the Assessor. County Counsel and outside counsel reviewed the process and concurred with the selection of Oracle.

On June 16, 2015, your Board authorized the Assessor and CIO to execute a Work Order with Oracle for the development of Phase I of AMP (MSA Work Order). Phase I was part of a five-phase agile development project to replace the Assessor's currently outdated systems. Phase I of AMP established the overall enterprise architecture and plan for the entire system, and included the foundational system components including: the creation and population of a new Assessment Roll system (Assessment Roll); rewrite of the "Assessor Portal" interface for both personal computers and mobile devices; functionality to store base year value and compute trending for all properties on the Assessment Roll; and a case management pilot designed for secure taxpayer self-service access. The "Go Live" date for AMP Phase I is set for late October 2016.

Throughout Phase I, the Assessor has fostered a working relationship with partner departments, including the Chief Executive Office/CIO, ISD, Auditor-Controller (AC), Board of Supervisors, Treasurer and Tax Collector (TTC), Registrar-Recorder/County Clerk (RR/CC), and County Counsel. The departments have participated in a regular Advisory Steering Committee discussing project status, collaboration and integration points, shared functional roadmaps, and budget. Several modifications to our existing Assessor Portal resulted from these discussions with corresponding changes to the AMP functional roadmap for future phases.

Phase II of AMP will build on the foundations of functionality built in Phase I and provide additional functional components including: property identification, address management and parcel change; foundational elements for master workflows and automation of the new construction process; Prop 13 assessment processing; replacement/modernization of system interfaces with partner Departments (primarily AC and TTC); foundational elements for automating market approach appraisals; and functionality that supports the

processing of public service inquiries and assessment exclusions (i.e. miscellaneous Propositions). The term of this Agreement shall commence upon Board approval and continue until performance by Oracle, and acceptance by County, of all services under this Agreement and the statement of work, which is anticipated to be December 2017.

Justification for Sole Source Contract

In our extensive evaluation of COTS products and other California Counties' attempts to modernize their property tax assessment systems, we found high project failure rates in medium and large-sized counties throughout the State. One of the foremost reasons was the lack of understanding of California assessment practices by the vendor (even vendors well versed in property tax assessment in general) and the inability of those vendors to adapt their products to comply with California assessment practices. To mitigate this risk, Oracle's staff was co-located with the Assessor's subject matter experts to gain an understanding of the depth and complexity of California assessment practices.

Over the past sixteen (16) months, Oracle's architects and technical staff have been onsite working hand-in-hand with Assessor's staff to develop the foundational pieces of AMP, including the complex data structures and business rules needed to support property taxation in the County. Throughout this period and by design, the Assessor has been able to evaluate Oracle's performance on this critical project and make any adjustments necessary for a successful Phase II deployment. Phase II will re-use key Phase I development and architectural artifacts developed by Oracle. Introducing a new vendor to an ongoing project would introduce new risk and significantly disrupt the development process. To negotiate with a new development partner would result in increased costs, higher risks to the County and major delays in project schedule.

The Assessor and Oracle launch Phase I of AMP on October 21, 2016. The on-site solution and development efforts have resulted in a successful working relationship between Oracle, the Assessor, and ISD. The Assessor plans to internally develop key components in Phase II jointly with Oracle. The Assessor, ISD, and Oracle have collaborated in the architecture, provisioning and configuration of the multiple technical environments needed to support AMP. Similar to Oracle learning and understanding the Assessor's business, Oracle spent significant time with ISD learning and understanding the County's network infrastructure. Building on this knowledge and maintaining this consistency will allow us to efficiently administer and upgrade existing environments while quickly deploying new environments and enhancements, as needed, resulting in both time and cost savings.

The Assessor is aggressively targeting to decommission its legacy systems by July 2019. This timeline is dependent on maintaining a consistent and dedicated vendor throughout the early phases of AMP. In both Phase I and Phase II, there is a heavy reliance on training, mentoring, and knowledge transfer from Oracle. The Assessor will begin development responsibilities in Phase II, and will increasingly reduce its dependence on Oracle starting in Phase III with a goal of becoming self-reliant by the end of Phase V. Maintaining a consistent vendor will foster this approach.

Benefits

AMP enables the Assessor, other property tax departments, and the public the ability to access assessment data from the Assessor's data repository using a web-based user interface. AMP provides significant improvements in data transparency, security and audit, information accuracy, and support for future business and compliance requirements. The public has direct access to information and improved service times through call center automation.

AMP aligns functional business objectives with an IT strategy and plan. Phase I of AMP produced the overall enterprise architecture and plan for the entire system. Phase II of AMP will build on the foundations of functionality built in Phase I and provide additional functional components.

Approval of the recommended action will enable the Assessor's Office to obtain professional services on a fixed price deliverable basis as outlined in the attached Agreement for Phase II of AMP. It will also enable the Assessor's Office to obtain optional services as defined in the Agreement (Exhibit I).

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Based on the Oracle proposal, payment will be made on a fixed price deliverable basis as requested and approved by the Office of the Assessor. The total Agreement price, including optional services, is $21,239,840 with a 10% contingency amount of $2,123,984, to be used for any necessary Amendments, Change Orders, or optional services. Oracle hosting services are provided as an option for $443,797 and is included in the contract amount. The total maximum contract amount for the Agreement is $23,807,621. Funding for this project is included in the Assessor's Fiscal Year 2016-17 Final Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with Board Policy 5.100, the Assessor provided notification to the Board on July 14, 2016, four weeks prior to commencing negotiations for a new Sole Source Contract with Oracle. Phase I of AMP has resulted in a successful working relationship between Oracle, Assessor, and ISD to provide on-site solutions and development efforts. The Assessor commenced contract negotiations for Phase II of AMP on August 15, 2016. Pursuant to the Board's directive to engage outside counsel for information technology

agreements exceeding $5 million, County Counsel retained the law firm Sidley Austin, LLP, to assist in the negotiation of this recommended Agreement. Accordingly, Sidley Austin, in conjunction with County Counsel, drafted and negotiated the Agreement. In line with the Board's policy, County Counsel has separately submitted to the Board a privileged memorandum which analyzes the Agreement.

The proposed Agreement includes all Board required provisions, and establishes the negotiated terms and conditions under which Oracle services will be acquired including: i) a statement of work; ii) a schedule of prices and fees; iii) termination provisions; and iv) County's standard terms and conditions. The County and Oracle have negotiated several terms and conditions in the proposed Agreement that depart from the County's standard terms and conditions. Several of these departures were previously approved by the Board in connection with the MSA Work Order, including provisions with respect to representations and warranties, the Contractor's termination rights, indemnification obligations, remedies, and limitations of liability.

Key issues that were negotiated in the proposed Agreement are: i) defined terms; ii) joint ownership to intellectual property rights to the work created under the Agreement; iii) acceptance criteria for services and deliverables; iv) record retention; v) extended warranty period; vi) indemnification rights; vii) remedies for breach; viii) irrevocable license for Oracle's intellectual property incorporated in AMP; and ix) limitation of liabilities capped at 2x fees paid under the Agreement with certain provisions excluded from this limitation.

There might be some risk from the negotiated provisions of the proposed Agreement, including the limitation of liability. However, the Assessor believes that such risks are minimal based on several significant factors similar to what has previously been approved in the MSA Work Order. The proposed Agreement specifies fixed-price deliverables and define acceptance criteria that must be met before payment for any deliverable is made. Oracle may not request increases for said fees unless negotiated in the optional terms. Furthermore, acceptance of the deliverables will be subject to testing by the County to verify that they satisfy the criteria mutually agreed to by the parties. In addition, the proposed Agreement requires Oracle to document the successful transition of Phase II of AMP to a production environment prior to final acceptance. The County feels that inclusion of the acceptance testing language along with the list of tasks and deliverables mitigates any risks of liability for increase costs to Oracle, and Assessor will institute mechanisms to provide timely review of all tasks and deliverables submitted by Oracle.

The Assessor has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement and it is exempt from Proposition A (County Code Chapter 2.121).
County Counsel has approved Exhibit I as to form. The CIO has reviewed and recommends approval of this Contract; the CIO analysis is provided with this Board letter (Attachment II).

CONTRACTING PROCESS

Your Board previously approved a Work Order to the MSA with Oracle that allowed the Assessor to acquire Oracle database and application server consulting services for Phase I of AMP. On July 14, 2016, pursuant to Board Policy 5.100, the Assessor notified your Board four weeks prior to commencing negotiations for a new Sole Source Contract with Oracle to provide professional services to develop key components in Phase II of AMP. Oracle has agreed to previously negotiated terms from the MSA Work Order relevant to the proposed Agreement to be carried over, and substantially agreed to the County's standard terms and provisions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation will not impact public service or the Assessor's production of the tax roll. Approval will enable the Assessor to continue development of a 21st century state of the art Assessment System.

Respectfully submitted,

JEFFREY PRANG
Assessor

Reviewed by:

Peter Loo
Acting Chief Information Officer

JP:SMH

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Internal Services Department
Auditor-Controller
Registrar-Recorder/County Clerk
Treasurer and Tax Collector

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ORACLE AMERICA, INC.

Assessor Modernization Project (Phase II)

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A STATEMENT OF WORK

B CONTRACTOR'S EEO CERTIFICATION

C COUNTY'S ADMINISTRATION

D CONTRACTOR'S ADMINISTRATION

E JURY SERVICE ORDINANCE

F SAFELY SURRENDERED BABY LAW

G CHARITABLE CONTRIBUTIONS CERTIFICATION

H ORACLE IAAS ORDERING DOCUMENT

I COUNTY'S INFORMATION SECURITY POLICY

AGREEMENT BETWEEN

COUNTY OF LOS ANGELES

AND

ORACLE AMERICA, INC.

FOR

ASSESSOR MODERNIZATION PROJECT (PHASE ii)

SUPPORT AND CUSTOMIZATION SERVICES

This Agreement for the Assessor Modernization Project (Phase II) ("**Agreement**") is made and entered into this day of_____, 201 by and between the County of Los Angeles ("**County**") and Oracle America, Inc. ("**Contractor**"), a Delaware corporation, with its principal place of business at 500 Oracle Parkway, Redwood Shores, California 94065. When used herein, the term "Agreement" includes the body of this Agreement and the Statement of Work ("**Statement of Work**" or "**SOW**") entered into by the parties hereunder and such other exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), schedules ("**Schedule(s)**") appended to this Agreement and additional documents that the parties identify and agree to incorporate herein by reference. In the event of a conflict between the body of this Agreement and any SOW, Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement (except with respect to the terms and conditions governing Oracle IaaS, which are set forth in Exhibit H (Oracle IaaS Ordering Document) and have precedence over the Agreement and any other terms in the event of any conflict), then the SOW and then to the Exhibits in the order set forth in Paragraph 1.0 below (with the exception of Exhibit H (Oracle IaaS Ordering Document). Each of County and Contractor are also referred to as a "**Party**" and collectively, the "**Parties**".

RECITALS

WHEREAS, on June 16, 2015, County through the Office of the Assessor ("**Office of Assessor**") executed that certain Work Order Submission Form ("**Work Order**")with Contractor under that certain Master Services Agreement by and between County and Contractor for Information Technology Services dated February 20, 2007, as amended from time to time including by Work Order dated June 16, 2015 (collectively, the "**MSA**"), for the development of Phase I of the Assessor Modernization Project ("**Phase I**");

WHEREAS, Phase I, part of the Assessor Modernization Project, a five phase agile development project to replace the Office of Assessor's currently outdated systems ("**AMP**"), established the overall enterprise architecture and plan for the entire system, including the following foundational components: the creation and population of a new assessment roll system ("**Assessment Roll**"); rewrite of the "Assessor Portal" interface for both personal computers and mobile devices; functionality to store base year value and compute trending for all properties on the Assessment Roll; and a case management pilot designed for secure taxpayer self-service access;

WHEREAS, in connection with AMP, the Office of Assessor purchased a suite of software products pursuant to that certain Software License Master Agreement by and between County and Contractor dated July 28, 2014 (Contractor reference name: US-GMA-270549), and all amendments and addenda thereto ("**SLMA**"), based on the architecture needed to fully build AMP, including database, integration, middleware, mobile, and security products;

WHEREAS, the primary objective of this Agreement is to initiate the second phase of AMP ("**Phase II**"), to build on the foundations of functionality built in Phase I and provide additional functional components including: property identification, address management, and parcel change; foundational elements for master workflows and automation of the new construction process; Proposition 13 assessment processing; replacement/modernization of system interfaces with partner departments (primarily Auditor-Controller and Treasurer & Tax Collector); foundational elements for automating market approach appraisals; and functionality that supports the processing of public service inquiries and assessment exclusions (i.e. miscellaneous Propositions);

WHEREAS, County desires to engage Contractor under this Agreement to complete Phase II of AMP;

WHEREAS, County may contract with private businesses for consulting and professional services to develop an integrated property assessment replacement system and related services when certain requirements are met;

WHEREAS, Contractor is a private firm providing consultation and professional services utilizing software procured through the SLMA;

WHEREAS, Contractor agrees to furnish certain services and technical support subject to the terms of the Agreement; and

WHEREAS, County is authorized by California Government Code Section 31000 to contract for goods and services, including the services contemplated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F G, H and I are attached to and form a part of this Agreement.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Contractor's EEO Certification

1.3 EXHIBIT C - County's Administration

1.4 EXHIBIT D - Contractor's Administration

1.5 EXHIBIT E - Jury Service Ordinance

1.6 EXHIBIT F - Safely Surrendered Baby Law

1.7 EXHIBIT G - Charitable Contributions Certification

1.8 EXHIBIT H - Oracle IaaS Ordering Document

1.9 EXHIBIT I - County's Information Security Policy

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 13.0 (Changes to Agreement) and signed by both parties.

2.1 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.2 Acceptance

As used herein, the terms "Acceptance" and "Accepted" shall mean County's written approval of any tasks, subtasks, Services, Deliverables and milestones (if applicable) in accordance with Paragraph 5.0 (Acceptance).

2.3 Acceptance Certificate

The acceptance certificate, substantially similar to the Acceptance Certificate provided in Exhibit A (Statement of Work) or in a form otherwise mutually agreed by the Parties.

2.4 Agreement Term

The meaning set forth in Sub-paragraph 6.1 of this Agreement. The phrase "term of the/this Agreement" and phrases of similar import shall mean the Agreement Term.

2.5 Assessor

The Assessor, or his or her designee.

2.6 Change Order

A change order (pursuant to the Change Order process set forth in the SOW) duly authorized under the terms of this Agreement in accordance with Sub-paragraph 13.3 (Change Order).

2.7 Contractor

The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Agreement.

2.8 Contractor Works

In the performance of this Agreement: (a) Anything provided by or on behalf of Contractor from a Contractor repository (except from a repository created solely for purposes of providing Services to County pursuant to the development of Phase II of AMP); (b) any software code generated by Contractor that is not generated solely for County pursuant to the performance of the Services provided hereunder; (c) any tools, interfaces and utilities, and other related materials, developed by or on behalf of Contractor (other than prepared solely for County in connection with Phase II of AMP (e.g., as demonstration scripts)) and/or outside the scope of Services of this Agreement, and provided by or on behalf of Contractor from a repository that has not been created solely for purposes of this Agreement; and (d) any derivative works of clauses (a) through (c) above.

2.9 Contractor's Project Director

The individual designated by Contractor to administer the Agreement operations after the Agreement award.

2.10 Contractor's Project Manager

The individual designated by Contractor to administer the Agreement operations after the Agreement award.

2.11 County Data

All of County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement, during the use and/or provisioning of the Solution, including any data entered/stored/accessed during use of the Solution by users of the Solution.

2.12 County's Project Director

Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.13 County's Project Manager

Person designated by County's Project Director to manage the operations under this Agreement.

2.14 Day(s)

Calendar day(s) unless otherwise specified**.**

2.15 Defect

With respect to the Services or Deliverables, a failure of the Services or Deliverables to conform in all material respects to its Specifications.

2.16 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit (with the exception of Exhibit H (Oracle IaaS Ordering Document)), Attachment, Schedule, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work).

2.17 Documentation

All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Solution, including, but not limited to, online help screens contained in the Solution, existing as of the Effective Date and any revisions, supplements, or updates thereto.

2.18 Effective Date

The date of approval and execution of this Agreement by the Board of Supervisors.

2.19 Fees

That certain fee amount as specified in Exhibit A (Statement of Work), which shall include any and all fees and costs to be paid by County to Contractor for all Services, including those Services described in Exhibit A (Statement of Work).

2.20 Final Acceptance

As used herein, the term "Final Acceptance" shall mean County's written approval of the Solution in accordance with Sub-paragraph 5.5 (Final Acceptance).

2.21 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

2.22 Interfaces

Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa.

2.23 Joint Property

Those Deliverables developed by Contractor solely for County under this Agreement (including software code generated solely for County pursuant to the performance of the Services provided hereunder) and those Deliverables developed jointly by Contractor and County under this Agreement. Joint Property does not include any Contractor Works.

2.24 Licensed Software

Individually each, and collectively all, of the computer programs provided by Contractor under the SLMA (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and revisions, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

2.25 Optional Work

Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 4.4 (Optional Work).

2.26 Oracle IaaS

The Oracle Public Cloud Infrastructure as a Service being procured by County from Contractor hereunder as set forth in Exhibit H (Oracle IaaS Ordering Document).

2.27 Personal Data

Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial information, personal preferences, demographic data, marketing data, credit data, or any other identification data.

2.28 Pool Dollars

Absent an amendment in accordance with Paragraph 13.0 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Professional Services, approved by County in accordance with the terms of this Agreement.

2.29 Production Use

The actual use of the Solution in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the Solution.

2.30 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Sub-paragraph 4.4 (Optional Work).

2.31 Services

The services rendered by Contractor, which services are described under the Statement of Work, as the same may be amended by any fully executed Change Order(s) thereto, in accordance with this Agreement. Services do not include outsourcing, hosting, disaster recovery, software maintenance or support. Such excluded services (with the exception of Oracle IaaS), if desired by County, may be procured under a separate agreement between the parties.

2.32 Solution

The aggregate Deliverables and Services provided and/or rendered by Contractor (as set forth in Exhibit A (Statement of Work) of this Agreement) and as evidenced by Final Acceptance by County. To be clear, as such term is used in this Agreement, Solution is limited to Phase II of AMP and excludes Oracle IaaS.

2.33 Specifications

With respect to a Deliverable or Service, all specifications, requirements, and/or standards specified or referenced in the SOW and any attachment referenced therein or attached thereto, including the Deliverables Expectations Document to be mutually agreed upon by the Parties pursuant to the SOW.

2.34 Subcontractor

A subcontractor of Contractor at any tier.

2.35 Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the Solution or used for the performance of the Services and which is expressly identified as Third Party Product in Exhibit A (Statement of Work). For the avoidance of doubt, Third Party Products shall not include commercial off the shelf software (e.g., office productivity suites, browsers, etc.) typically installed on personal computers that Contractor may utilize in the performance of Services or preparation of Deliverables).

3.1 INTELLECTUAL PROPERTY.

3.2 Ownership of County Data, Contractor Works and Joint Property.

3.2.1 Ownership of County Data.

All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Agreement for any reason, or upon County's written request at any time, Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or County's request, any County Data or other proprietary data in Contractor’s possession or under Contractor’s control belonging to County. Such data will be provided to County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At County's option, Contractor shall destroy all originals and copies of all such data, and other related information or documents.

3.2.2 Ownership of Contractor Works & Licensed Software.

Contractor retains all right, title and interest, including all copyrights, in and to any Contractor Works and Licensed Software (including any modifications thereto made by Contractor). Upon payment of all Fees due under this Agreement, County has the non-exclusive, non-assignable, royalty free, perpetual, irrevocable, limited right to use, solely as a component of Joint Property, Contractor Works that are incorporated into Joint Property. County may allow its agents and contractors (including, without limitation, outsourcers) to use, as set forth in the preceding sentence, Contractor Works that are incorporated into Joint Property, and County is responsible for such agents' and contractors' compliance with this Agreement in such use. This Agreement does not grant, amend, or modify any license for any products or documentation owned or distributed by Contractor. Any and all Contractor Works which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

3.2.3 Ownership of Joint Property.

County and Contractor hereby agree that upon payment by County to Contractor of all Fees due under this Agreement, each of Contractor and County jointly own the copyright interest in Joint Property and neither County nor Contractor are required to account to the other party for use of such Joint Property.

3.3 Third Party Product; County Third Party Product.

Contractor shall not use any Third Party Product in the Deliverables without the prior written approval of County to be granted or withheld in its sole discretion.

Unless otherwise set forth in the SOW, at Contractor's discretion, Contractor may assist County with County's review of products from third parties ("**County Third Party Product**") that may interact with the Deliverables or the Solution, provided, however, that County acknowledges and agrees that (i) County must acquire any appropriate license rights necessary for Contractor to provide such assistance on County's behalf, (ii) County will independently obtain and review the County Third Party Product and other documentation published by the third party provider, (iii) Contractor has no specific knowledge about, expertise in, or experience with County Third Party Products and (iv) notwithstanding any statement or interpretation to the contrary, any such assistance provided by Contractor is provided without warranty of any kind.

4.1 SERVICES.

4.2 Services Generally.

Contractor will provide Services and Deliverables, including achieving Final Acceptance of the Solution, as specified in this Agreement. Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work). Except as otherwise agreed or as reasonably required for its performance, Contractor shall use commercially reasonable efforts to provide the Services without causing a material disruption of County's operations. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.3 Services.

4.3.1 Contractor shall provide Services as provided in this Agreement and specified in Exhibit A (Statement of Work).

4.3.2 Contractor shall provide Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for payment by County to Contractor of the applicable Fees.

4.3.3 Subject to the project assumptions (as specified in the SOW), including County's timely performance with respect to any obligations specified in such assumptions, and subject further to the terms of Sub-paragraph 25.3 (Force Majeure), Contractor shall deliver all Deliverables by the date(s) specified in the "Project Work Plan" (as set forth in the SOW) unless extended by County in writing. Subject to the foregoing, should Contractor anticipate that Contractor resources assigned to provide the Services are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, within the time set forth in the SOW. Contractor will be relieved of its performance obligations to the extent delayed or prevented due to a failure of project assumptions (including County's failure to perform its obligations in accordance with such assumptions) or a Force Majeure Event (as defined in Sub-paragraph 25.3 (Force Majeure)); provided, however, that Contractor shall notify County of such failure or Force Majeure Event as soon as practicable. Upon County's receipt of such notice from Contractor, the Parties shall work together in good faith to address the failure or Force Majeure Event, including via Change Order, if applicable, and if they are unable to mutually agree to a resolution of such failure or Force Majeure Event, then the Parties will be subject to the Dispute Resolution Procedure (as set forth in Paragraph 24.0).

4.4 Training.

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Statement of Work).

4.5 Optional Work

Upon County's written request and mutual approval pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Professional Services, in accordance with this Sub-paragraph 4.4 at the applicable pricing terms set forth in Exhibit A (Statement of Work).

4.5.1 Professional Services

Contractor shall provide to County Professional Services as part of Optional Work using Pool Dollars, including consulting services and/or additional training, in accordance with any applicable changes to the Agreement. Specifically, County may from time to time, during the term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services using Pool Dollars, including consulting services and/or additional training, for services not included. County may require that Professional Services be provided on a (1) fixed fee basis, (2) not to exceed basis, (3) time and materials basis, or (4) a combination of the above. In response to County's request, Contractor shall submit to County for approval a proposal describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the "Fixed Hourly Rate" and other pricing terms set forth in Exhibit A (Statement of Work) and elsewhere in this Agreement (collectively, the "**Proposal**"). County and Contractor shall agree on the changes developed using such Proposal, which shall at a minimum include the tasks and Deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any Professional Services that are accepted and approved in writing by the Parties via Change Order shall become a part of the Services, and shall be subject to the terms and conditions of this Agreement and the Statement of Work.

4.6 Multi-Vendor Environment

4.6.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Deliverables in a multi-vendor environment, with County and County's other service providers providing services relating to Phase II of AMP. Effective operation of such an environment requires not only the cooperation among County, all service providers, and Contractor, but also collaboration in addressing service-related issues that may cross over from

one service area or provider to another and related to the Services ("**Cross-Over Issues**"). As part of the Services, Contractor will reasonably cooperate and seek to maintain a collaborative approach to Cross-Over Issues.

4.6.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, Subcontractors, Contractor third party vendors, or County that may materially impact the delivery of the Services (the "**Service Interdependency**"). For each Service Interdependency, Contractor shall provide expectations and specifications in reasonable detail to help facilitate the work of the party responsible for the work or deliverable. With respect to its own Services, Contractor shall implement processes to insure it is receiving regular reports, from its own personnel, including Subcontractors, responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor's ability to deliver the Deliverables and/or Services in accordance with the Specifications. Within a reasonable period of time of knowledge of any Service Interdependency, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency and Contractor's proposed resolution to remedy such Service Interdependency.

4.7 Oracle IaaS

Contractor shall provide to County Oracle IaaS as specified, and in accordance with the terms and conditions set forth, in Exhibit H (Oracle IaaS Ordering Document). No other terms of this Agreement, the SOW or any other Exhibit shall apply to the provision of Oracle IaaS, unless expressly set forth in this Agreement, the SOW or such other Exhibit.

4.8 Time Is of the Essence

Time is of the essence with regard to the performance of the Services, which for purposes of this Agreement shall mean that the Parties will perform in accordance with the Deliverable schedule set forth in Project Work Plan, subject to any adjustments to such schedule as provided in this Agreement.

5.1 ACCEPTANCE

5.2 Acceptance Criteria

The Solution, Services and Deliverables, shall be subject to acceptance testing by County as specified in Exhibit A (Statement of Work), to verify that they satisfy the acceptance criteria mutually agreed to by the parties, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based on conformance in all material respects of the Solution, Services and Deliverables, to the Specifications.

County will be responsible for any additional review and testing of certain Deliverables in accordance with any mutually agreed test scripts as may be included in Contractor's Project Management Plan (as defined in Exhibit A (Statement of Work)), as the same may be amended from time to time. With respect to each Deliverable submitted by Contractor to County pursuant to the terms of this Agreement and the Statement of Work, County shall have either five (5) business days if such Deliverable is on the project Critical Path (as defined in Exhibit A (Statement of Work)) or ten (10) business days if such Deliverable is not on the project Critical Path (the "**Acceptance Period**") to provide Contractor with written notice that County either accepts or rejects such Deliverable. The sole basis for rejection shall be a failure of the Deliverable to conform to its Specifications (including its Acceptance Test scripts, if any) in all material respects. If such Deliverable is rejected, County will specify the deficiencies in reasonable detail. Contractor shall use all reasonable efforts to promptly cure any such deficiencies. After completing such cure, Contractor shall resubmit such Deliverable for County's review and testing as set forth above. Upon accepting any Deliverable submitted by Contractor, County shall provide Contractor with written acceptance of such Deliverable. However, if County fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such Deliverables shall be deemed accepted at the end of the Acceptance Period. County's failure to provide notice of acceptance or rejection of a Deliverable during the Acceptance Period will entitle Contractor to pursue a Change Order to account for any reasonable impact (including delays and increased costs) resulting from such failure.

5.3 Acceptance Tests

When Contractor notifies County that the Solution has been implemented as required under the Exhibit A (Statement of Work) or that a Service or Deliverable has been completed, County and/or Contractor shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in Exhibit A (Statement of Work) and in accordance with Sub-paragraph 5.1 (Acceptance Criteria). Testing also may be performed at various stages of the Services as set forth in Exhibit A (Statement of Work), or otherwise deemed appropriate and mutually agreed by the Parties. For each test, Contractor shall provide County testing scenarios consistent with Contractor's standard practices (using Contractor's methodology as specified in the SOW) for the applicable Solution, Service and/or Deliverable; however, County is responsible for identifying all Acceptance Test cases prior to the start of the Acceptance Tests.

5.4 Production Use

The Solution shall be deemed ready for Production Use when the County's Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Solution to the production environment, and (b) documented results provided by Contractor certifying successful transition of the Solution to the production environment and operation of the Solution in accordance to Exhibit A (Statement of Work).

5.5 Solution Use

Following implementation of the Solution by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Solution, without any additional cost to County, where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be an Acceptance or Final Acceptance of the Solution.

5.6 Final Acceptance

5.6.1 Conduct Performance Verification

Following transitioning of the Solution to Production Use, County and Contractor will monitor for Defects, and Contractor shall maintain the Solution in Production Use for a period of thirty (30) consecutive days or as otherwise specified in the Statement of Work. Upon occurrence of a Defect, Contractor shall provide County with a diagnosis of the Defect and proposed solution(s), and Contractor shall correct such Defect by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed solutions to be used to correct a Defect(s) prior to its implementation. If the diagnosis finds the Defect not to be a Defect in a Deliverable delivered by Contractor, County will pay (from the Pool Dollars for Optional Work in accordance with Sub-paragraph 7.4) Contractor for the diagnosis and all associated corrective work on a time and materials basis at the rates specified in the SOW.

Commencing with Final Acceptance and continuing through the Warranty Period (as defined in Sub-paragraph 8.3 of this Agreement), any problems encountered by County in the use of the Solution shall be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Statement of Work).

5.6.2 Performance Verification Report

Contractor shall provide to County the performance verification report, including supporting Documentation that the Solution complies with the

Specifications. Contractor shall conduct a review with County at a meeting scheduled by County (such meeting shall occur within five (5) business days of Contractor providing the performance verification report) and provide any County-requested demonstrations of the Solution including:

(a) Summary of activities, results, and outcomes;

(b) Summary of each Defect identified by Contractor or County. The summary shall include for each Defect:

a. Description of each Defect and its root cause,
b. Business processes, Solution functions, and/or Interfaces impacted,
c. Description of all potential risks to the Solution and mitigation strategy for the Solution,
d. Corrective action plan,
e. Schedule for completion of each corrective action and resources required or assigned,
f. Status of each corrective action,
g. Date of completion of each correction, and

(c) Verification of approval or acceptance of such corrections in accordance with the SOW;

(d) Summary of lessons learned; and

(e) Recommendations for any improvements to the Solution.

Contractor shall provide the "Certification of Performance Verification", certifying that the Solution complies with the Specifications in all material respects and documenting the review with County under this Sub-paragraph 5.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

5.6.3 Final Acceptance

Promptly after providing County a Certification of Performance Verification for the Solution, the Contractor's Project Director also shall provide County with a signed Acceptance Certificate and the County's Project Director shall provide Contractor with written approval, as evidenced by the County's Project Director's countersignature on such Acceptance Certificate. Final Acceptance shall occur when such Acceptance Certificate is countersigned by the County's Project Director. If County fails to accept (as evidenced by the County's Project Director's countersignature on such Acceptance Certificate) or reject such Acceptance Certificate within ten (10) business days after receipt, then (a) such failure shall be deemed a material breach by County under this Agreement; and (b) at Contractor's request the Parties shall immediately proceed with the Dispute Resolution Procedure in Paragraph 24.0.

5.7 Failed Testing

5.7.1 If the County's Project Director makes a good faith determination during the applicable acceptance testing period that the Solution (as a whole, or any component thereof), Services and/or Deliverables has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph 5.6 (Failed Testing) as "**Designated Test**") in accordance with such test's requirements, the County's Project Director shall promptly notify Contractor in writing as set forth in Sub-Paragraph 5.1 (Acceptance Criteria).

5.7.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test in accordance with such test's requirements, or (ii) that County has concluded, subject to the Dispute Resolution Procedure (as defined in Sub-paragraph 24.1 of this Agreement), that satisfactory progress toward such successful completion of such Designated Test in accordance with such test's requirements is not being made, in which latter event, the Parties shall utilize the Dispute Resolution Procedure, and if the parties fail to agree upon a means of resolving the issue, then County shall have the right to seek to terminate this Agreement in accordance with Sub-paragraph 9.2 (Termination for Default) on such basis.

5.7.3 Such a termination by County may be, subject to the Dispute Resolution Procedure; specifically: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) a termination of the entire Agreement if there is a failure to achieve Final Acceptance in accordance with Sub-paragraph 5.5 due to a Sev 1 or Sev 2 issue that materially affects the functionality or performance of the Solution as a whole in accordance with the Specifications and that cannot be resolved despite good faith efforts by Contractor. In the event of a termination under this Sub-paragraph 5.6 (Failed Testing), and subject to the Dispute Resolution Process set forth in Paragraph 24.0 (including final resolution of litigation, if applicable), County shall have the right to receive from Contractor, reimbursement of all payments made to Contractor by County under this Agreement for the component(s), Solution, Service(s), Deliverables(s), and/or milestone(s) as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law. In addition, in the event of such a termination and reimbursement of payment hereunder, County must cease use of and return to Contractor all Deliverables covered by such termination, and the County shall not be

entitled to any joint ownership or copyright interest in any Deliverable covered by such termination.. Accordingly, County's joint ownership and copyright interest in any Deliverable covered by such termination shall terminate effective upon the effective date of such termination.

6.1 TERM OF AGREEMENT

6.2 Agreement Term.

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until performance by Contractor, and acceptance by County (in accordance with Paragraph 5.0 (Acceptance)), of all Services under this Agreement and the Statement of Work.

7.1 AGREEMENT SUM

7.2 Contractor shall invoice County in accordance with Exhibit A (Statement of Work) (1) for Services, based on the Deliverable amounts due, upon Contractor's completion and County's acceptance in accordance with Paragraph 5.0 (Acceptance); and (2) for all Optional Work, by payment of the fees due to Contractor for the provision of Optional Work, in each instance with respect to clause (1) and (2) above not to exceed the Maximum Agreement Sum (defined in Sub-paragraph 7.4 of this Agreement).

7.3 Contractor shall invoice County in accordance with Exhibit H (Oracle IaaS Ordering Document) for Oracle IaaS.

7.4 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

7.5 The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, Services and Oracle IaaS under and during the term of this Agreement and Exhibit H (Oracle IaaS Ordering Document) (the "**Maximum Agreement Sum**"). Until County has Accepted the provision of Services (including by deemed Acceptance in accordance with Sub-paragraph 5.1 (Acceptance Criteria)), no payment shall be due Contractor for such Services. The Maximum Agreement Sum, including all applicable taxes and Pool Dollars for Optional Work, authorized by County hereunder shall not exceed twenty three million eight hundred seven thousand six hundred twenty one Dollars ($23,807,621.00) as further detailed in Exhibit A (Statement of Work) and Exhibit H (Oracle IaaS Ordering Document), unless such Maximum Agreement Sum is modified pursuant to a duly approved amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 13.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for the Services, Deliverables, Oracle IaaS and any Optional Work. Unless otherwise agreed in writing, the Maximum Agreement Sum shall not be

adjusted for any costs or expenses whatsoever of Contractor. Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the applicable Maximum Agreement Sum under this Agreement available for non-Fixed Price options described in Exhibit A (Statement of Work). Upon occurrence of this event, Contractor shall promptly send written notification to the County's Project Director at the address herein provided in Exhibit C (County's Administration).

7.6 No Payment for Services Provided Following Expiration/Termination of Agreement

Except as agreed by the Parties in writing (for example, pursuant to Sub-paragraph 9.7.2), Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement; and Contractor shall have no obligation to provide any services or deliverables after the expiration or other termination of this Agreement. Should Contractor receive any such payment that is not provided for in this Agreement it shall promptly notify County and repay such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

7.7 Holdbacks

The Fees shall be allocated among the Deliverables as set forth in Exhibit A (Statement of Work). The amount allocated to each Deliverable need not be the same, provided, however, all allocated amounts must aggregate to equal the Fees. Ninety percent (90%) of each amount due and payable for each Deliverable will be made by County for the Deliverable. The remaining ten percent (10%) of the cumulative amounts invoiced ("**Holdback Amount**") will be payable upon Final Acceptance of the Solution, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor. All amounts invoiced by Contractor for Services shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's approval of the applicable Deliverable, as set forth in Exhibit A (Statement of Work).

County will hold back ten percent (10%) of the amount of each invoice submitted by Contractor under this Agreement and approved by County pursuant to Sub-paragraph 7.7 (Invoices and Payments). With respect to (i) the work completed and delivered by Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, and (ii) the work completed and delivered by Contractor via Change Notice (as defined in Sub-paragraph 13.2 of this Agreement) or amendment following Final Acceptance, the cumulative amount of the applicable holdbacks shall be due and payable to Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under

this Agreement owed to County by Contractor, including, but not limited to, any amount arising from Sub-paragraph 7.9 (Invoice Discrepancies), and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work) provided herein.

Notwithstanding the foregoing in this Sub-paragraph 7.6 (Holdbacks), where the Statement of Work provides, there shall be no Holdback Amounts applicable and no fees held back pending Final Acceptance.

7.8 Invoices

Contractor shall invoice County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies of fully executed Acceptance Certificates evidencing County's Project Director's approval of such work and the payment amount; if applicable, indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement; indication of any credits or withholdings accrued under this agreement; and any other supporting documentation reasonably requested by County's Project Director). Contractor's payments shall be as provided in Exhibit A (Statement of Work), and Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work accepted by County in accordance with this Agreement. The making of any payment or payments by County, or receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Services and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

Contractor's invoices shall be priced in accordance with Exhibit A (Statement of Work) and Exhibit H (Oracle IaaS Ordering Document).

Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

If invoices are submitted monthly, Contractor shall submit the invoices to County by the 15th calendar day of the month following the month of service.

All invoices under this Agreement shall be submitted to the County's Project Manager identified in Exhibit C (County's Administration) and the following address:

County of Los Angeles – Office of the Assessor
Attn: County's Project Manager
500 W. Temple Street, Room 295

Los Angeles, CA 90012

7.9 County Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof, and such approval shall not be unreasonably withheld or delayed. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.10 Invoice Discrepancies

The County's Project Director will review each invoice for any discrepancies and will, within fifteen (15) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 24.0 (Dispute Resolution Procedure).

7.11 Payment of Invoices

All fees payable to Contractor are due within thirty (30) days from the invoice date; provided that to the extent there are discrepancies with any invoice pursuant to Sub-paragraph 7.9, Contractor must resubmit such invoice to County and all fees payable to Contractor with respect to such invoice are due within thirty (30) dates from such resubmitted invoice date.

7.12 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

7.13 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Agreement (including any extensions), and the

services to be provided by Contractor under this Agreement shall also be reduced correspondingly via written and mutually agreed amendment and/or the Change Order process, as appropriate. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the County's Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement.

7.14 Record Retention and Inspection/Audit Settlement

During the term of this Agreement and for twenty four (24) months thereafter, Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to its Services performed under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records (excluding information contained on any individual's laptop) directly relating to its Services performed under this Agreement. Contractor agrees that County, or its authorized representatives who are bound to obligations of confidentiality, reasonably acceptable to Contractor and covering Contractor and such records and the information contained therein, upon no less than 30 days' prior written notice and no more than once per calendar year, and subject to applicable Contractor security procedures, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any such records. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of twenty four (24) months thereafter unless County's written permission is given to dispose of any such material prior to such time.

7.14.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.14.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 7.13 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7.14.3 If, at any time during the term of this Agreement or within twenty four (24) months after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that

County's dollar liability for any such work is less than payments made by County to Contractor, then, subject to the Dispute Resolution Procedure (as set forth in Paragraph 24.0), the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County under this Agreement. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

7.15 Taxes

The Maximum Agreement Sum shown in Sub-paragraph 7.4 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on the Services and Deliverables provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

7.16 Segmentation

County acknowledges that the Services and Deliverables were offered and sold/licensed by Contractor separately from any other Contractor hardware, hardware support, program licenses, and program support. County understands that it has the right to acquire services without acquiring any Contractor hardware, hardware support, program licenses, and program support, and that it has the right to acquire the Services and Deliverables separately from any Contractor hardware, hardware support, program licenses, and program support.

8.1 REPRESENTATIONS, WARRANTIES AND COVENANTS.

8.2 Authorization Warranty.

Each Party represents and warrants that, as of the Effective Date of this Agreement, the person executing this Agreement for such Party is an authorized representative signing on behalf of such Party (and not in his/her individual

capacity) who has actual authority to bind such Party to each and every term, condition, and obligation of this Agreement and that all requirements of such Party have been fulfilled to provide such actual authority.

8.3 Performance of Services.

Contractor represents and warrants that with respect to the Services performed, and Deliverables developed, by Contractor or its Subcontractors, such Services will be performed and the Deliverables developed in a professional and workmanlike manner by appropriately qualified Contractor personnel in accordance with this Agreement and consistent with Contractor's practices consistently applied and generally accepted for similar services.

8.4 Conformance to Specifications

Contractor represents and warrants that the Services provided, and the Deliverables developed, by Contractor or its Subcontractors shall conform to the Specifications set forth in this Agreement without material deviations during the "Warranty Period" (as defined herein). For the purposes of this Sub-paragraph 8.3, the warranty period for any Deliverables provided, and Services performed, by Contractor pursuant to this Agreement shall be one hundred eighty (180) days from the provision of such Deliverable or performance of such Service (the "**Warranty Period**"). FOR ANY BREACH OF CONTRACTOR'S WARRANTY PURSUANT TO THIS SUB-PARAGRAPH 8.3, COUNTY'S EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, COUNTY MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES COUNTY PAID TO CONTRACTOR FOR SUCH DEFICIENT SERVICES.

8.5 Disabling Device

Contractor represents and warrants that, as of the effective date of this Agreement, unless otherwise disclosed to County in this Agreement, the SOW, or applicable documentation, Contractor has not designed any software licensed or developed by Contractor under this Agreement to contain any Disabling Devices (as defined below). For purposes of this Agreement, a "**Disabling Device**" shall mean software that intentionally causes any unplanned interruption of the operations of, or accessibility to, the Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which is intended to compromise the security of County Confidential Information. In addition, Contractor (a) shall utilize commercially available virus scanning software to scan software Deliverables before delivery to County and (b) shall not intentionally introduce a Disabling Device into the Solution or any Deliverables. County acknowledges and understands that it has its

own responsibility to maintain the security of its own software, networks and systems, and that Contractor is not assuming such responsibility for County. Notwithstanding Sub-paragraph 8.10 (Limitation of Liability), no limitation of liability will apply to direct damages incurred by County as a result of a breach of this Sub-paragraph 8.4 (Disabling Device) by Contractor or any of its employees or Subcontractors. For the purpose of this Sub-paragraph 8.4, direct damages are defined to include any fine or penalty assessed against County by a governmental or regulatory authority (whether local, state or federal). In no event, shall Contractor be liable for any indirect, incidental, consequential, punitive or other special damages (including lost profits, or loss of or damage to data) relating to any breach of this Sub-paragraph 8.4 by Contractor, its employees or Subcontractors even if a Party has been advised of the possibility of such damages.

8.6 Open Source Software

Except with respect to open source software provided or made available to Contractor by County (or except further to the extent Contractor was otherwise directed by County to use open source software), Contractor represents and warrants that: (a) the performance of any Services and the delivery of any Deliverables pursuant to this Agreement will not cause County to be in violation of any open source licenses or otherwise require the publication of any software pursuant to the terms of such open source licenses; and (b) provided that County uses the Deliverables in accordance with the applicable licenses and/or notices given to County by Contractor, including, without limitation, providing appropriate licenses and/or notices with any distribution of the Deliverables, in the form and to the extent such licenses and/or notices were provided by Contractor to County, County's use of the Deliverables under this Agreement does not, or will not with the passage of time, violate any open source licenses or otherwise require the publication of any software pursuant to the terms of such open source licenses. As County's exclusive remedy for a breach of this Sub-paragraph 8.5, Contractor will either obtain a license for County's use (as permitted under this Agreement) of the affected open source software without publication, or provide a functionally equivalent replacement and that would not cause a breach of this Sub-paragraph 8.5 or publication of such software. For the avoidance of doubt, the immediately preceding sentence does not limit any obligations of Contractor in respect of third party claims and losses under Sub-paragraph 21.2 (Intellectual Property Indemnification).

8.7 Pending Litigation

Contractor represents and warrants that as of the Effective Date of this Agreement (a) there is no pending or, to Contractor's knowledge, threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement.

8.8 Assignment of Warranties

To the extent permissible under the applicable third-party agreements, Contractor hereby agrees to provide to County the benefit of all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

8.9 Agreements with Employees, Independent Contractors and Subcontractors

Contractor represents and warrants that each of its employees, independent contractors and Subcontractors providing Services have, or will have, entered into (i) confidentiality agreements with Contractor's obligations set forth in this Agreement; and (ii) agreements assigning to Contractor any rights that such employee, independent contractor or Subcontractor may have in intellectual property developed in connection with their provision of Services hereunder.

8.10 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Solution (or any part thereof) in accordance with this Agreement. Except as otherwise set forth in the SOW and not including (i) software licensed to County under separate contract(s), (ii) Contractor Works licensed to County hereunder or (iii) open source software; Contractor represents and warrants that the Deliverables and Services provided by Contractor are not subject to any license rights or other right of use access or disclosures to a third party.

8.11 Limitation of Liability

County and Contractor agree that Contractor's liability for damages (including those based on a fundamental breach, negligence, misrepresentation, or other contract or tort claim) arising out of or related to this Agreement shall not exceed two times (2X) fees paid to Contractor under this Agreement. County and Contractor further agree that County's liability for damages (including those based on a fundamental breach, negligence, misrepresentation, or other contract or tort claim) arising out of or related to this Agreement shall not exceed two times (2X) fees paid or owed to Contractor under this Agreement. Notwithstanding the foregoing, the provisions of this Sub-paragraph 8.10 do not apply to any payments due and payable pursuant to a breach of, or pursuant to the indemnification obligations of (as the context may require), Sub-paragraph 7.14 (Taxes), Sub-paragraph 8.4 (Disabling Device) (but only to the extent set forth in such Sub-paragraph), Sub-paragraph 11.6.2 (Employment Eligibility Verification), Sub-paragraph 16.2 (Compliance with Applicable Law), Paragraph 21.0 (Indemnification) and Sub-paragraph 26.6 (Fair Labor Standards). In no event shall either Party be liable, under any cause of action of any kind arising out of or related to this Agreement, for any indirect, incidental, consequential, punitive or other

special damages (including loss of profits or loss of, or damage to, data), even if a Party has been advised of the possibility of such damages.

8.12 Warranty Disclaimer

THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES MADE BY THE PARTIES, AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY DELIVERABLES OR THAT CONTRACTOR WILL CORRECT ALL DEFECTS.

9.1 TERMINATION.

9.2 Termination for Convenience

This Agreement may be terminated for convenience, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Such Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

9.3 Termination for Default

9.3.1 Contractor may, by written notice to County, and subject to the Dispute Resolution Procedure in Paragraph 24.0, terminate this Agreement for default if County (i) fails to pay to Contractor any undisputed amounts due pursuant to Sub-paragraph 7.10, (ii) materially breaches its obligations with respect to Contractor Confidential Information (as defined in Sub-paragraph 12.10) or (iii) breaches the license for Contractor Works. In each case, such termination will become effective if County fails to cure the default within thirty (30) days of receipt of written notice from Contractor, or within any such greater period as mutually agreed to by County and Contractor.

9.3.2 County may, by written notice to Contractor, and subject to the Dispute Resolution Procedure in Paragraph 24.0, terminate the whole or any part of this Agreement, if, in the good faith and reasonable judgment of the County's Project Director, Contractor has materially breached this Agreement and Contractor fails to cure such breach within thirty (30) days of receipt of written notice from Contractor, or within any such greater period as mutually agreed to by County and Contractor.

9.3.3 In the event that County terminates this Agreement in whole or in part as provided in this Sub-paragraph 9.2, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph 9.2.

9.3.4 If, after County has given notice of termination under the provisions of this Sub-paragraph 9.2, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 9.2, or that the default was excusable under the provisions of Sub-paragraph 9.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.1 (Termination for Convenience).

9.3.5 The rights and remedies of the Parties provided in this Sub-paragraph 9.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.4 Termination for Improper Consideration

9.4.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.4.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.4.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, tangible gifts, or any violation of Board Policy #5.060..

9.5 Termination for Insolvency

In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or

permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state to insolvency or the protection of rights or creditors, then (at the option of the other Party) this Agreement shall terminate and be of no further force and effect.

9.6 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years (i.e., after the current Fiscal Year for which funds have been appropriated) unless and until the County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.7 Effect of Termination

9.7.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise mutually agreed in writing:

1. The Parties shall continue the performance of this Agreement to the extent not terminated.

2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Deliverables and Deliverables in progress, in a format reasonably requested by County, if applicable.

3. County will pay to Contractor all sums due and payable to Contractor for Services performed and for Deliverables and Deliverables in progress provided through the effective date of such expiration or termination (prorated as appropriate with respect to such Deliverables in progress).

4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Fees, if applicable.

5. In the case of expiration or termination of the Agreement as a whole, any portion of the Statement of Work that has not been completed shall be deemed terminated in accordance with this Paragraph 9.0 (Termination) as of the effective date of such termination.

6. Contractor shall, at County's election, promptly return to County (or destroy) any and all of the County Confidential Information that relates to the portion of the Agreement or Services terminated by County, in accordance with Sub-paragraph 3.1.1 (Ownership of County Data).

9.7.2 Expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

9.8 Termination Transition Services

9.8.1 Contractor shall assist County in transitioning from the Solution by providing certain transition services, as provided below.

9.8.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition Solution operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for breach by Contractor pursuant to Sub-paragraphs 9.2 or 27, Contractor shall perform all of the Transition Services set forth in this Sub-paragraph 9.7.2 (Termination Transition Services) at no cost to County. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder or a breach of the license for Contractor Works under Section 3.1.2. After the Parties have utilized the Dispute Resolution Procedure in Paragraph 24.0, County shall have the right to seek specific performance of this Sub-paragraph 9.7.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor. If via Dispute Resolution Process or final court decision, it is determined that Contractor was not in breach, then County shall promptly pay for all Transition Services provided by Contractor at Contractor's time and materials rates specified in the SOW. Compliance with this Sub-paragraph 9.7.2 (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

10.1 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

10.2 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

10.3 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- overseeing the day-to-day administration of this Agreement.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

11.1 ADMINISTRATION OF AGREEMENT - CONTRACTOR

11.2 Contractor's Project Director

11.2.1 The Contractor's Project Director is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Director.

11.2.2 The Contractor's Project Director shall be responsible for the Contractor's activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Manager on a regular basis.

11.3 Contractor's Project Manager

11.3.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Manager.

11.3.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

11.3.3 The Contractor's Project Manager must be solely dedicated to County during Contractor's provision of Services under this Agreement.

11.4 Approval of Contractor's Staff

County, acting in good faith and for any lawful reason, has the absolute right to require the immediate removal of any of Contractor's staff performing work hereunder. County further has the right to interview, and approve any proposed changes with respect to, the Contractor's Project Manager. Contractor will use commercially reasonable efforts to keep County informed of, and to minimize disruption caused by, changes in Contractor's key staff personnel (i.e., project administration and technical leads).

11.5 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

11.5.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

11.5.2 Contractor shall notify County within one (1) business day when staff is terminated from working under this Agreement; provided, that if such terminated staff neither works on-site nor has access to County premises, Contractor shall notify County within five (5) business days. Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has terminated employment with Contractor.

11.5.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on the Agreement.

11.6 Background and Security Investigations

11.6.1 Subject to applicable federal, state or local laws, Contractor shall not assign any employee to perform Services at County premises who has not authorized a background investigation. County agrees that its background investigations will comply with all applicable local, state, provincial and federal laws, including the Federal Fair Credit Reporting Act and any applicable state, provincial and local fair credit reporting laws.

11.6.2 County may request that Contractor's staff that do not pass such background investigation(s) to the reasonable satisfaction of County be immediately removed from working on this Agreement at any time during the term of this Agreement. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance. County acknowledges and agrees that any information requested from, provided by, and/or obtained about ("background check information"), a member of Contractor's staff: (1) is and shall be limited only to information that is required for the background investigation and relevant to the Services provided by the member of Contractor's staff; (2) is Contractor's confidential information; and (3) shall not be disclosed to Contractor, any third party, or employee or other individuals or entities who do not need to know the results for the purpose of determining whether, according to County's security requirements, the member of Contractor's staff will be permitted to perform Services for County under this Agreement. County further acknowledges and agrees that background investigation information obtained about a member of Contractor's staff shall be collected, handled and maintained by County in a secure manner consistent with its sensitivity and applicable data privacy and security laws.

11.6.3 County may immediately, at the sole discretion of County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the reasonable satisfaction of County whose background or conduct is incompatible with County facility access.

11.7 Employment Eligibility Verification

11.7.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees based in the U.S. that are performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all of its employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

11.7.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from and against any and all third party claims, directly resulting or arising from a breach by Contractor, its officers, employees or Subcontractors of Sub-paragraph 11.6.1 and Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that

County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11.6.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

12.1 CONFIDENTIALITY

12.2 Contractor shall maintain the confidentiality of all County Data (including Personal Data), received, obtained and/or produced under the provisions of this Agreement (collectively, **"County Confidential Information"**) until such County Confidential Information is destroyed or returned by Contractor pursuant to Sub-paragraph 9.6.1. County agrees that it will not provide County Confidential Information to Contractor except as necessary for Contractor to perform the Services under this Agreement and County agrees to use reasonable efforts to restrict Contractor's access to such information. Notwithstanding anything to the contrary contained in this Agreement, the Parties understand and agree that County will not disclose to Contractor, or provide Contractor with access to, any health information, "protected health information," and/or medical information, and that such information shall not be included in County Data or in Personal Data.

County Confidential Information shall not include information that: a) is or becomes a part of the public domain through no act or omission of Contractor; b) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from County; c) is lawfully disclosed to Contractor by a third party without restriction on the disclosure; or d) is independently developed by Contractor.

Contractor shall not in any way be liable or responsible for the disclosure of any County Confidential Information if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event that Contractor receives a valid request to disclose County Confidential Information, Contractor will provide County with prompt notice of such request, to the extent permitted by law, and give County an opportunity to object to or limit any such disclosure.

12.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims directly resulting or arising from a breach by Contractor, its officers, employees or Subcontractors, of Paragraph 12.0 (Confidentiality), and Contractor shall pay all

costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

12.4 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of their confidentiality obligations.

12.5 All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement, shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

12.6 Personal Data.

In connection with this Agreement, provision of the Deliverables and performance of the Services, Contractor will be provided or obtain, from County or otherwise, dummy data (i.e., data that does not contain any Personal Data). To the extent that it is necessary for County to provide Personal Data to Contractor during the term of the Agreement, County will endeavor to strictly minimize the amount of such Personal Data provided to Contractor. Contractor may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all laws and regulations that by their terms are expressly applicable to Contractor in the performance of the Services for the sole purpose of providing the Deliverables and performing the Services.

Contractor agrees that Contractor will use and process Personal Data in compliance with (a) this Sub-paragraph 12.5, (b) to the extent the provisions are not otherwise addressed by a paragraph or sub-paragraph of this Agreement, the SOW or any Exhibit A through H, County's then current privacy policy (a copy of which is attached hereto as Exhibit I (County's Information Security Policy)) and (c) all applicable local, state and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming,

privacy, confidentiality, and data security. Regarding Exhibit I (County's Information Security Policy) and any applicable local, state and federal laws and regulations, Exhibit I (County's Information Security Policy) and such laws and regulations shall only apply to the extent that Exhibit I (County's Information Security Policy) and such laws and regulations by their terms impose obligations directly on Contractor's performance of the Services and Deliverables specified in the SOW.

If in the future, there are (i) any changes to the County policy, any new County policy and/or any changes to or new applicable laws and regulations affecting Contractor's provision of the Services and Deliverables specified in the SOW, or (ii) a change to, or new law or regulation that results in an incremental increase in Contractor's costs associated with providing any Services or Deliverables, then, provided that such costs are directly associated with the Services or Deliverables provided to County by Contractor, such a change or new law, regulation or County policy shall constitute a change to this Agreement, and Contractor shall be entitled to a Change Order in accordance with Sub-paragraphs 13.1.2 and 13.3.

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

12.7 Publicity

Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County's Project Director. County shall not unreasonably withhold or delay written consent.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Sub-paragraph 12.6 shall apply.

12.8 Public Records Act

Any documents submitted by Contractor; information obtained in connection with County's right to audit pursuant to Sub-paragraph 7.13 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the request for proposals used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and information marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event that County:

- receives a valid request pursuant to the Public Records Act for disclosure of the aforementioned documents, information, and/or content of a proposal marked "trade secret", "confidential" or "proprietary";

- does not disclose same pursuant to the exceptions described in the immediately preceding paragraph; and

- such non-disclosure is challenged by the person(s) or entity(ies) seeking disclosure or by a court or administrative agency handling the disclosure request;

then County, to the extent permitted by law, will provide Contractor with reasonable notice of such request and give Contractor an opportunity to object to, or limit the scope of, any disclosure. For the avoidance of doubt, County will not be required to defend an action on a Public Records Act request.

12.9 Data Destruction

Contractor(s) and vendor(s) that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with Contractor standards which are materially consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 Revision 1 titled Guidelines for Media Sanitization ("**Guidelines for Media Sanitization**"). Available at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within County, or external to County's boundaries. For data that has been destroyed in accordance with this Sub-paragraph 12.8, upon request, County must receive within ten (10)

business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor(s) and vendor(s) shall certify that any County Confidential Information stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current Guidelines for Media Sanitization. Contractor(s) and vendor(s) shall provide County with written certification, within ten (10) business days of removal from Contractor's and/or Contractor's vendor(s) possession or control of any electronic storage equipment and devices, that any and all County Confidential Information was destroyed and is unusable, unreadable, and/or undecipherable.

12.10 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j). Notwithstanding the foregoing, County does not intend to send, and Contractor does not intend to receive, PHI or MI.

12.9.1 Stored Data

Contractor will perform Services utilizing both Contractor workstations and devices, and County-provided workstations and devices. Notwithstanding anything in this Agreement, County shall have sole and exclusive responsibility for the configuration of its own systems and devices, including, but not limited to, security and encryption methods and settings.

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) generally consistent with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 4); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

12.9.2 Transmitted Data

All transmitted (e.g. network) County PI requires encryption generally consistent with: (a) NIST Special Publication 800-52 Revision 1 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Revision 1 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

12.9.3 Certification

County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates material consistency with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Agreement. Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 12.9 (Data Encryption) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

12.10 Contractor Confidential Information

All information clearly identified by Contractor, in writing or orally (to the extent such oral communication is confirmed to County in writing within thirty (30) days thereafter), as confidential at the time of disclosure shall be Contractor's confidential information ("**Contractor Confidential Information**"). County agrees: (a) to use the same care that it uses to protect its confidential information of a similar value and nature, but not less than a commercially reasonable standard of care; (b) that its employees and agents will be bound by nondisclosure terms substantially similar to those in this Agreement; and (c) except with respect to information required to be released by applicable law, including pursuant to a Public Records Act request pursuant to Sub-paragraph 12.7, not to remove or destroy any proprietary or confidential legends or markings placed upon Contractor Confidential Information. Contractor Works shall be deemed to be included in the definition of Contractor Confidential Information.

13.1 CHANGES TO AGREEMENT

13.2 Amendments

13.2.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms,

obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 13.0 (Changes to Agreement).

13.2.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition material to Contractor's performance of the Services under this Agreement, a negotiated and mutually agreed written amendment shall be prepared and executed by Contractor and by the Board of Supervisors or its authorized designee.

13.2.3 Subject to the limitations set forth in Sub-paragraph 13.1.2, the County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Agreement shall be prepared and executed by Contractor and by Contractor's authorized representative(s).

13.2.4 The Assessor, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Agreement). Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an amendment to the Agreement shall be prepared and executed by Contractor and by Contractor's authorized representative(s).

13.3 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of, or either Party's rights, duties or obligations under, this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the Assessor.

13.4 Change Order

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Orders**") may be prepared and executed by the Assessor. For any Optional Work requested by County, following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the Assessor and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the Assessor.

14.1 SUBCONTRACTING

14.2 The requirements of this Agreement may **not** be subcontracted by Contractor without prior written notice to County, and such subcontracting shall be subject to the requirements of Sub-paragraph 11.5 (Background and Security Investigations) and County's subsequent approval. Any attempt by Contractor to subcontract obligations other than as provided in the immediately preceding sentence may be deemed a material breach of this Agreement.

14.3 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the Subcontractor;
- An outline of the proposed subcontract without pricing information; and
- Other pertinent information and/or certifications reasonably requested by County.

Any subcontract entered into with a Subcontractor hereunder shall contain, at a minimum, all standard County required provisions.

14.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

14.5 County's consent to subcontract shall not waive County's rights under Sub-paragraph 11.3 (Approval of Contractor's Staff).

14.6 The Assessor is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County or the Assessor, provided County or the Assessor so request in writing, Contractor shall forward a fully executed copy of the subcontract to County for their files.

14.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

15.1 ASSIGNMENT AND DELEGATION

15.2 Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Contractor, Contractor may not assign this Agreement without County's prior written consent.

15.3 Except as set forth in Sub-paragraph 15.1, any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

16.1 COMPLIANCE WITH APPLICABLE LAW

16.2 Contractor shall comply with all laws, rules, regulations, treaties and directives to the extent that such laws, rules, regulations, treaties and directives by their terms, are applicable to Contractor's delivery of Services under this Agreement and impose obligations upon Contractor in its role as an information technology services provider and consultant with respect to the Services performed under this Agreement. County data may be maintained in one of several Contractor data centers globally and/or accessed by Contractor's global personnel as required to perform Services under this Agreement.

16.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims directly resulting from a breach by Contractor, its officers, employees or Subcontractors of Sub-paragraph 16.1, and Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 16.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

17.0 [INTENTIONALLY OMITTED]

18.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in

this Agreement.

19.0 INTENTIONALLY OMITTED

20.1 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.2 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

20.3 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

20.4 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

20.5 Contractor Hearing Board

20.5.1 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

20.5.2 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.5.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

20.5.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

20.5.5 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.5.6 Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.5.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

21.1 INDEMNIFICATION

21.2 General Indemnification.

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all third party claims for personal injury, bodily injury, and real or tangible personal property damage caused by Contractor (and including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the foregoing, County shall have the right to participate in any such defense at County's sole cost and expense. "Tangible personal property" does not include software, data or data files.

21.3 Intellectual Property Indemnification

21.3.1 Contractor shall defend County (at Contractor's sole expense), its officers, employees, and agents, from and against any and all claims of a third party that a Deliverable provided by Contractor (the "**Indemnified Item**") infringes such third party's patent or copyright, or misappropriate such third party's trade secret; and subject to paragraphs 21.2.2 and 21.2.3, will indemnify and hold County harmless from the damages, liabilities, costs, penalties, fines, interest and expenses awarded by the court to the third party claiming infringement or misappropriation, or from the settlement agreed to by Contractor.

21.3.2 County shall (i) notify Contractor, in writing, as soon as practicable and not later than 30 days after County receives notice (or sooner if required by applicable law) of any claim or action alleging such infringement or misappropriation; (ii) give Contractor sole control of the defense and any settlement negotiations, to the extent permitted by law; and (iii) give Contractor the information, authority and assistance Contractor needs to defend against or settle the claim. If Contractor believes or it is determined that any Indemnified Item may have violated a third party's intellectual property rights, Contractor may choose to either modify the Indemnified Item to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the

license (if applicable) and require return of the applicable Indemnified Item and refund any fees County paid to Contractor for that item.

21.3.3 Contractor will not indemnify County if County alters the Indemnified Item or uses it outside the scope of use identified in Contractor's user documentation or if County uses a version of Indemnified Item which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Indemnified Item which was provided to County, or if County continues to use the applicable Indemnified Item after the end of the license to use such Indemnified Item. Contractor will not indemnify County to the extent that an infringement claim is based upon any software or data not furnished by Contractor and will not indemnify County for any alleged infringement that is based on anything that County provides which is incorporated into any Deliverable or Contractor's compliance with any designs, specifications or instructions provided by County or by a third party on County's behalf. Contractor will not indemnify County for any portion of an infringement claim that is based upon the combination, operation or use of the Indemnified Item with any other product, data, apparatus or business method that Contractor did not provide, except where such combination is necessary for proper operation or use of the Indemnified Item to perform its documented purpose or functionality, or the distribution, operation or use of the Indemnified Item for the benefit of a third party (excluding affiliates of County).

21.3.4 This section 21.2 provides County's exclusive remedy for any third party infringement claims or damages.

22.1 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 22.0 and 23.0 of this Agreement. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

22.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Office of the Assessor
Management Services Division – Contract Section
500 West Temple Street, Room 304
Los Angeles, CA 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

22.3 Additional Insured Status and Scope of Coverage

County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its

Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

22.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

22.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

22.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

22.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

22.8 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

22.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies.

22.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

22.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

22.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

22.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

22.14 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

22.15 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

22.15 Nothing in this Agreement shall be deemed to preclude Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained. This provision is not intended to, and does not, increase or decrease Contractor's liability under Sub-paragraph 8.10 (Limitation of Liability).

23.1 INSURANCE COVERAGE

23.2 Commercial General Liability

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

23.3 Automobile Liability

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

23.4 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

23.5 Technology Errors and Omissions

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least $5 million.

23.6 Privacy and Network Security (Cyber) Liability

Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of not less than $15 million aggregate for each occurrence. For the purposes of this Sub-paragraph, the term "security incident" means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

24.1 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue, and except as otherwise expressly provided in this Agreement, pursuant to this Paragraph 24.0 (Dispute Resolution Procedure). The parties understand and agree that the procedures outlined in this Paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

24.2 Contractor and County agree to act with urgency and in good faith to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 24.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.

24.3 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance (other than payment obligations), which County determines should be delayed as a result of such dispute.

24.4 Subject to the provisions of, and County's obligation to pay, under Sub-paragraphs 7.7 (Invoices) and 7.10 (Payment of Invoices), if Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs.

24.5 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

24.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

24.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's vice president or equivalent and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

24.8 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

24.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 24.0 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

24.10 Notwithstanding any other provision of this Agreement, a Party's right to terminate this Agreement or County's right to seek injunctive relief to enforce the provisions of Paragraph 12.0 (Confidentiality) or Paragraph 3.0 (Intellectual Property) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the parties' rights and shall not be deemed to impair any claims that a party may have against the other party or a party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

25.1 MISCELLANEOUS.

25.2 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any specific employee of one party known to be materially involved in Phase II of AMP to become an employee or agent of the other party. Notwithstanding the foregoing, no bar exists against any hiring action initiated through a public announcement.

25.3 Conflict of Interest

25.3.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. At Contractor's request, County shall provide a list of such employees or positions reasonably identified by County to be applicable to the immediately preceding sentence. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

25.3.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a services provider under this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

25.4 Force Majeure

25.4.1 Subject to this Sub-paragraph 25.3, neither party shall be liable for such party's failure or delay in its performance of its obligations under and in accordance with this Agreement, if such failure arises out of acts of God or of the public enemy, war, terrorism, an electrical, internet or telecommunications outage not caused by the obligated party, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, unusually severe weather, or other similar events to those described above, but in every such case the failure to perform must be beyond the reasonable control and without any fault or negligence of such party ("**Force Majeure Event(s)**").

25.4.2 Notwithstanding the foregoing, a default by a Subcontractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

25.4.3 In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.

25.4.4 In the event a Force Majeure Event continues for more than ninety (90) days, either party may cancel unperformed Services under this Agreement by providing written notice to the other party. This Sub-paragraph 25.3.4 does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or County's obligation to pay for Services that have been accepted pursuant to the provisions of Paragraph 5.0. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Paragraph 12.0 (Confidentiality).

25.5 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall use commercially reasonable efforts to promptly give notice thereof, including all known and material information with respect thereto, to the other party.

25.6 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

25.7 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

25.8 Independent Contractor Status

25.8.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

25.8.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all Contractor personnel performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

25.8.3 Contractor understands and agrees that all Contractor personnel performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any Contractor personnel as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

25.9 Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25.10 Waiver

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 25.9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25.11 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between Contractor and County. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources, nor shall it restrict Contractor from providing similar, equal or like goods and/or services to other entities or customers.

25.12 Facsimile Representations

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Sub-paragraph 13.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

25.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

25.14 Agreement Drafted by All Parties

This Agreement is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

25.15 No Third Party Beneficiaries

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

26.1 ADDITIONAL TERMS

26.2 Time Off For Voting

Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

26.3 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

26.4 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

26.5 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

26.6 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

26.7 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees against any third party claims for wages, overtime pay, liquidated damages, penalties, court costs, attorneys' fees and other costs and expenses directly resulting or arising from Contractor's violation of wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

26.8 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit B (Contractor's EEO Certification).

26.9 Warranty against Contingent Fees

26.9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

26.9.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26.10 Contractor's Warranty of Adherence to County's Child Support Compliance Program

26.10.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

26.10.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this

Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

26.11 Termination for Breach Of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 26.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 9.2 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

26.12 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

26.13 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 26.11 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.14 Compliance with County's Jury Service Program

26.14.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("**Jury Service Program**") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

26.14.2 Written Employee Jury Service Policy.

Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

26.14.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

26.14.4 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

26.15 Restrictions on Lobbying

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

26.16 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

26.17 Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

26.18 Consideration of Hiring GAIN/GROW Participants

26.18.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for

any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

26.18.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

26.19 Nondiscrimination and Affirmative Action

26.19.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

26.19.2 Contractor shall certify to, and comply with, the provisions of Exhibit B (Contractor's EEO Certification).

26.19.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

26.19.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

26.19.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this Agreement or under any project, program, or activity supported by this Agreement.

26.19.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 26.18 when so requested by County.

26.19.7 If County finds that any provisions of this Sub-paragraph 26.18 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

26.19.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

26.20 Federal Access To Records

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the Subcontractor.

26.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or

excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that as of the Effective Date of the Agreement, neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge as of the Effective Date of the Agreement, none of its Subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

26.22 Intentionally Omitted.

26.23 Survival.

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any defined terms, rights and obligations under this Agreement which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Agreement:

Paragraph 3.0 (Intellectual Property)
Sub-paragraph 7.5 (No Payment for Services Provided Following Expiration/Termination of Agreement)
Sub-paragraph 7.13 (Record Retention and Inspection/Audit Settlement)
Sub-paragraph 7.14 (Taxes)
Sub-paragraph 8.10 (Limitation of Liability)
Sub-paragraph 8.11 (Warranty Disclaimer)
Sub-paragraph 9.6 (Effect of Termination)
Sub-paragraph 9.7 (Termination Transition Services)
Sub-paragraph 11.6.2 (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Sub-paragraph 11.6 (Employment Eligibility Verification) during the Agreement Term)
Paragraph 12.0 (Confidentiality)
Sub-paragraph 16.2 (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Paragraph 16.0 (Compliance with Applicable Law) during the Agreement Term)
Paragraph 21.0 (Indemnification)

Paragraph 22.0 (General Provisions for All Insurance Coverage)
Paragraph 23.0 (Insurance Coverage)
Paragraph 24.0 (Dispute Resolution Procedure)
Sub-paragraph 25.5 (Notices)
Sub-paragraph 25.6 (Governing Law, Jurisdiction, and Venue)
Sub-paragraph 25.14 (No Third Party Beneficiaries)
Sub-paragraph 26.6 (Fair Labor Standards) (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Sub-paragraph 26.6 (Fair Labor Standards) during the Agreement Term)
Sub-paragraph 26.22 (Survival)

27.1 UNIQUE TERMS AND CONDITIONS

27.2 Local Small Business Enterprise (SBE) Preference Program

27.2.1 This Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

27.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

27.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

27.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

27.3 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

27.4 Transitional Job Opportunities Preference Program

27.4.1 This Agreement is subject to the provisions of County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

27.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

27.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

27.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and

which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

27.5 Disabled Veteran Business Enterprise Preference Program

27.5.1 This Agreement is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

27.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

27.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

27.5.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jeffrey Prang Assessor

CONTRACTOR

_____

By _____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND ORACLE AMERICA, INC.

Assessor Modernization Project (Phase II)

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I COUNTY'S INFORMATION SECURITY POLICY

STATEMENT OF WORK

[To be attached]

Oracle America, Inc.

STATEMENT OF WORK

Assessor Modernization Project ("**AMP**"), Phase 2

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EXHIBIT A

STATEMENT OF WORK

Agreement:	This Statement of Work ("**Statement of Work**" or "**SOW**") incorporates by reference the terms of the Agreement (as has been or may be further amended from time to time, the "**Agreement**") between Oracle America, Inc. and the County of Los Angeles ("**LAC**", "**You**", or "**Your**") dated _____. All reference to "**Oracle**" in the Agreement and this Statement of Work shall mean Oracle America, Inc.
Department:	Los Angeles County Office of the Assessor ("**LAC Assessor**", "**Assessor**" or "**LACA**")
Department Project Manager:	Scott Thornberry
Date:	_____

✓ **Enterprises Architecture Services**	✓ **Data Security / Protected Enterprise**	✓ **Middleware Architecture Services**
Business Integration Services	✓ **Software Engineer Services**	Date Warehousing Services
Other		

✓ **Not a HIPAA- Related Word Order (as defined herein)**	✓

STATEMENT OF WORK MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

Assessor Modernization Project ("**AMP**"), Phase 2

STATEMENT OF WORK PROJECT DEFINITION

The primary objective of this Statement of Work is to cover Phase 2 of AMP ("**Phase 2**") to deliver capabilities for secured assessment processing ("**Secured Assessment Processing**"). This will include updates to the overall enterprise architecture and application design, and build the capabilities and foundation for Secured Assessment Processing including Assessment Data Repository ("**ADR**") extensions, Property ID management, New Construction Foundations, Prop. 13 Assessment, External System Interfaces, Sales Repository, and Case management capabilities for Public Service Master and Misc. Proposition 58/193.

1. STATEMENT OF WORK STATEMENT OF SERVICES ("SOS" or "Services")
SERVICES SCOPE

1. Services Scope: Core Development

The goal of AMP is to replace legacy secured and unsecured property systems with an enterprise-architected solution. AMP design goals include secured property owner self-service functionality, accessibility on mobile devices, and enhancing efficiency and flexibility of County staff for assessment activities of County secured and unsecured properties located throughout Los Angeles County. AMP will be developed over multiple project phases. AMP is intended to transform Your existing assessment legacy systems into a consolidated workflow and rules-based system that can accommodate current AMP needs and be flexible to accommodate the future needs of the Office of the Assessor.

AMP is expected to be developed over the following project phases:

Phase 1 - AMP Foundations
Phase 2 - Secured Assessment Processing
Phase 3 - Unsecured Processing, Construction, Market Approach
Phase 4 - Special Assessments and Exemptions
Phase 5 - Ancillary System Replacement and Miscellaneous

This SOW provides the scope of services to address capabilities and functionality specific to Phase 2 – Secured Assessment Processing, and listed in the below Phase 2 components:

Architecture Update Component A	**New Construction Foundations** Component 7
Architecture Definition Update	Property Attribute Maintenance
Assessment Data Repository Core Extension	Cost & Depreciation Maintenance
Assessment Data Repository Sync Extension	Workflow and Task Management Master
Scalability for other California counties	Business Events Management
	Extended Business Events
	Data and Document Capture Assistant
Technology Framework Extension Component B	**Prop 13 Assessment** Component 8
Technology Deployment	Assessment Allocation
Technology Upgrade Validation	Enrollment
Technology Assessment (ACO, SGO)	Escaped Assessments, Roll Corrections, and Assessment Changes
Infrastructure Assessment	Supplemental Assessments
Governance and API Software Configuration	Assessment Impacts (Rules)
Unused Product Capability Assessments	Assessment Impacts Simulator
	Value Bases
Security Framework Refactoring Component C	**System Interfaces** Component 9
Security Framework Refactoring	Auditor-Controller Interfaces
Security Framework Enhancements	Treasurer & Tax Collector Interfaces

	Assessor Public Service (APS) Interfaces
Property ID Management Component 6	**Multiple Regression Analysis Computer-Aided Mass Appraisal ("MRA CAMA")** Component 10
Address Management	Sales Repository & Maintenance
Assessment Object Cross-Indexing	Sales Monitor
Apportionment (Parcel Change)	
Aggregated Appraisal/Assessment Unit	
	Case Management – Product Backlog Component 11
	Public Service Master
	Miscellaneous Propositions – Prop 58/193

AMP Phase 2 In-Scope Components and Modules

Phases 1, 3, 4, and 5 are not within the scope of services for this Statement of Work.

A. Project Management

Oracle Delivery Scope

Project Management for Phase 2 of AMP will build on the foundations of the Phase 1 tasks and deliverables. A blend of Oracle Unified Method ("**OUM**") and Oracle's Agile Product Lifecycle Management methodologies will be used to conduct ongoing project management activities and develop and/or update project artifacts and deliverables. Refer to the Implementation Plan section of this SOW for delivery details.

B. Architecture Update (Component A)

Oracle Delivery Scope

Component A is the Enterprise Architecture Definition as described in Phase 1 Deliverables 7, Technical Architecture Document, and Deliverable 8, Assessor's Modernization System and Data Architecture, Implementation Roadmap, and Governance Plan. The Assessor's Modernization System and Data Architecture, Implementation Roadmap, Governance Plan & Technical Architecture (System Architecture) document will include all architecture updates created for Phase 1, which will then be updated by Oracle for Phase 2.

The scope will include update of the Enterprise and System Architecture for AMP based on the requirements identified in all the functional components for AMP Phase 2, which includes Functional Architecture, Technical Architecture, and Deployment Architecture for all the architectural domains (e.g., Information and Data Architecture, Portal, Business Process, Business Policy, Application Integration, Data Integration, Security, Monitoring and Management).

For Phase 2, updates to the architecture categories identified above shall be provided by Oracle as agreed by Oracle and the Assessor. Additionally, a feasibility study shall be performed by Oracle to indicate appropriate options for scaling the system for other Counties' use.

Component A consists of the following new modules in scope:

- Module A.4: Architecture Definition Update
- Module A.5: Assessment Data Repository Core Extension
- Module A.6: Assessment Data Repository Sync Extension
- Module A.7: Scalability for Other California Counties

Oracle will employ the Oracle Architecture Development Process ("**OADP**") and Oracle Enterprise Architecture Framework ("**OEAF**") for the overall Phase 2 Program (Release A and Release B) for the AMP system as follows:

1. Architecture Update (A.4) - Oracle shall:
    a. Review and update, as necessary, Your Functional and/or Business Architecture (including business objectives and capabilities) for the AMP system.
    b. Review and update, as necessary, Your AMP Architecture Vision Definition for the AMP system.
    c. Review and update, as necessary, Your current state architecture, including the current state Business, Application, Information, and Technology architecture.
    d. Review and update, as necessary, Your future state architecture for the AMP system, including the future state Business, Application, Information, and Technology architecture.
    e. Review and update, as necessary, Your gap analysis and strategic roadmap, incorporating a phased approach and milestones to the delivery of the AMP Phase 2 functionality.
    f. Review and update, as necessary, Your governance assessment model and plan that includes data governance, data privacy and security with assistance and participation of stakeholders, including appropriate LAC Assessor staff, and access to current systems for AMP Phase 2.
    g. Review and update, as necessary, Your Implementation Assessment for Your project that includes confirmation of hardware and software environments and mechanisms to procure Oracle software for AMP Phase 2, if necessary.

2. Scalability for other California Counties (A.7) - Oracle shall:
    a. Conduct up to ten (10) workshops of up to four (4) hours each with Your business and technical stakeholders for the purpose of discovering business, security and technical requirements to support an Assessor as a Service ("**AaaS**") model for additional California counties.
    b. Create an *Assessor as a Service Assessment* document that provides key findings, impacts, risks, mitigations, and recommendations for supporting an AaaS model.

3. Assessment Data Repository Core and Sync Extensions (A.5, A.6) - Oracle shall:
    a. Review and update, as necessary, Your data model design of database schemas and relational tables for the Assessment Data Repository ("**ADR**") Core and ADR Sync databases.
    b. Install, build, and test repository functionality to support ADR Core Extensions and ADR Sync extensions using Oracle software for ten (10) additional data-sources identified to support Phase 2 program above those identified specifically for the Business components for Phase 2.

Component	Complexity	Functionality Description
A	Very complex	Modifications or additions to two (2) database schemas: ▪ Up to thirty (30) relational tables
	Complex	Up to six (6) PL/SQL data services
	Very Complex	Up to four (4) PL/SQL data services

c. Build and test the following ETL using ODI.

Component	Source	Target	Description
A	Assessor Source Systems	AMP	• Up to ten (10) Additional Sources from Assessor to ADR • ODI Change Management • Up to five (5) Easy ODI use cases • Up to five (5) Medium ODI use cases • One (1) complex ODI use case

C. Technology Framework Extension (Component B)

Oracle Delivery Scope

Component B refers to the six AMP environments (DEV, TEST, TRAIN, STAGE, PROD, DR*) created in Phase 1 and currently hosted by the County Internal Services Department ("**ISD**").

For Phase 2, three (3) additional environments (development, test and stage) are required. Oracle will provide capacity sizing, installation, provisioning, configuration, tuning and maintenance of these three (3) additional environments as specified in modules B.10 – B.12. Oracle will provide resizing options to existing AMP Phase 1 environments.

Component B consists of the following modules:

- Module B.10: Alternate-Development Environment
- Module B.11: Alternate-Test Environment
- Module B.12: Alternate-Stage Environment
- Module B.14: Oracle Products Software Upgrade
- Module B.15: Enhance Technology Platform (Unused Oracle Products)

Oracle will provide the following services in support of these requirements:

Infrastructure Assessment (B.10 – B.12, and Existing Phase 1 environments)

Assess Your existing Phase 1 and new Phase 2 environments for sizing and storage solutions. Provide an assessment and options for Your current OKV and shared security deployments in Phase 1.

Technology Deployment (B.10 – B.12)

Install, configure, and validate the features and functionality as described in applicable standard Oracle software documentation ("**standard functionality**") contained in the following Oracle Software in Your Alternate Development ("**ADE**"), Alternate Test ("**ATE**"), and Alternate Staging

("**ASE**") environments and create/update the Installation plan, Installation instructions and Design & Implementation guidelines document:

1. Oracle Database Products (version 12c including upgrade to version 12c for SES) ("**Oracle Database Software**")
    a. Oracle Database Enterprise Edition
    b. Advanced Security Option ("**ASO**")
    c. Advanced Compression Option ("**ACO**")
    d. Partitioning
2. Oracle Integration Products (version 12c)
    a. Oracle Data Integrator Enterprise Edition ("**ODI**")
    b. WebLogic Server ("**WLS**") Standard Edition (included in ODI license)
3. Oracle Reporting Tools (version 12c)
    a. Oracle Business Intelligence Publisher ("**BIP**")
4. Middleware Products (version 12c)
    a. WebLogic Suite
    b. Oracle API Gateway ("**OAG**")
    c. Service-Oriented Architecture Suite ("**SOA**")
    d. Unified Business Process Management Suite ("**BPM**")
    e. WebLogic Server Enterprise Edition (for WebCenter & Oracle Policy Automation Products)
    f. Oracle HTTP Server ("**OHS**") / Web Tier
5. WebCenter Products (version 12c)
    a. WebCenter Portal ("**WCP**")
6. Mobile Products (version 12c)
    a. Oracle Mobile Security Suite ("**OMSS**")
7. Oracle Policy Automation Products (version 10)
    a. Oracle Policy Automation ("**OPA**")
    b. Oracle Policy Modeling ("**OPM**")
8. Identity and Access Management Products ("**IDM**") (version 11g)
    a. Access Management Suite comprised of the following Oracle software:
        i. Oracle Access Manager ("**OAM**")
        ii. Oracle Adaptive Access Manager ("**OAAM**")
    b. Directory Services Plus
        i. Oracle Internet Directory ("**OID**")
        ii. Oracle Virtual Directory ("**OVD**")
    c. Identity Governance Suite
        i. Oracle Identity Manager ("**OIM")**
        ii. OIM - .NET Connector Server
        iii. OIM - AD User Management Connector
        iv. OIM - AD Password Sync Connector
        v. OIM - OID Connector
    d. Oracle Entitlement Server ("**OES**")
    e. Oracle HTTP Server ("**OHS**")
    f. Oracle Webgate

9. Oracle Enterprise Management Products (version 12c)
    a. OEM Management Agents
    b. OMS and OMR Configurations for ADE, ATE and ASE
10. Oracle API Catalog 12c ("**OAC**")
11. Oracle API Manager 12c ("**OAPIM**)
12. Oracle Enterprise Repository 12c ("**OER**")
13. Standard Oracle Business Intelligence Publisher ("**BIP**") Reporting for OEM, OIM, OAM

Technology Upgrade Validation (B.14)

Perform full regression testing and remediation of all Phase 1 functionality / System Integration Test ("**SIT**") scenarios on the upgraded Oracle Technology Stack outlined above. Provide a code migration report for impacted items at the completion of the Technology Deployment (B.10 – B.12) and regression testing of the technology upgrade.

D. Security Framework Refactoring (Component C)

Oracle Delivery Scope

Component C refers to the enhancements to the security framework currently in place to provide all levels of AMP enterprise security (i.e., Identity Management, Access Management, Directory Services, Database Security, Mobile Security, and Application Security) as outlined below.

Component C consists of the following modules:

- Module C.4: Security Framework Refactoring
- Module C.6: Other Security Framework Enhancements

Oracle will provide the following services as described in the table 1.a below, to support LACA Phase 2 security framework requirements:

1. Security Framework Refactoring (C.4)
    a. Extend public identity and access management model (e.g., "Platinum", "Gold", "Silver", "Bronze").
    b. Implement Tiered Customer Account Management – As step-up authentication for external / public users, such as to add AIN + PIN support.
    c. Assess AMP Phase 1 security framework with improvement recommendations on the AMP's enterprise security in the areas of: Identity Management, Access Management, Directory Services, Application Security (e.g., web service security, identity propagation), and Database Security.
2. Security Framework Enhancements (C.6)
    a. Assess the implementation of Oracle Adaptive Access Manager ("**OAAM**") solution
    b. Implement SAML federation (or other solutions) with Oracle Identity and Access Management for authentication and authorization for other departments' applications, such that external users (e.g., public citizen) can use Assessor's AMP user registration

page, login, and enterprise identity store as a centralized “one-stop” authentication solution for user registration and login across multiple departments. This implementation shall account for at least five (5) different applications from other County departments, which might support SAML 2.0, or SAML 1.x, or do not support SAML at all.

c. Implement life-cycle management of Assessor Microsoft Active Directory ("**AD**") user accounts via OIM, if applicable, based on requirements identified in functional components.

d. Implement and support of multiple LDAP based repositories (e.g., LAC ISD Active Directory, LAC AC/TTC/RRCC/BOS’s identity repositories), and integrated with AMP’s Identity & Access Management and Directory Services security systems.

e. Expand usage of OAG to protect AMP web services used by clients external to AMP, and in other areas as well, if applicable, based on requirements identified in functional components.

f. Expand usage of OES, if applicable, based on requirements identified in functional components.

g. Assess AMP maturity to implement Database Firewall in “Database Policy Enforcement” (“**DPE**”) mode (aka, blocking mode) for protected database targets, if applicable, based on requirements identified in functional components.

h. Expand usage of Database Security for ADR database in Your ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments. This includes, but is limited to, implementing data encryption (e.g., ASO TDE and NLE) to these databases in ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments that contain PII (Personal Identifiable Information) data; also implementing OKV components for ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments and AVDF to audit and log databases activities in ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments.

i. Implement AMP Enterprise Roles Extension (i.e., increase from the current AMP Phase 1’s ~25 enterprise roles to 100+ enterprise user roles needed to support all AMP phases) and Update the User Security Profiles document.

j. Add Security customization to WebCenter Portal for Tiered Customer Account Management
    i. Validate Portal User’s AIN/PIN
    ii. Get assurance level using webservice for the Portal user
    iii. Call OIM to store assurance level for the Portal user

No.	Software Component	Configuration Description
1	OAM	a. Install and configure OAM in ADE, ATE, and ASE environments b. Migrate Your access management configuration from Your existing PROD environment to the new ADE, ATE, and ASE environments c. Extend the out of the box authentication login page, if required, to capture additional login attributes based on the logged in user's tier level e.g., Assessor Identification Number ("**AIN**") + Personal Identification Number ("**PIN**") d. Configure up to five (5) custom error messages to display on the login page if any of the tiered validations fail e. Configure up to five (5) custom authentications plug-ins to make call outs to external validation services during the user authentication process. e.g., to validate logged in user's PIN number f. Configure OAM and/or OVD against up to three (3) additional LDAP repositories as user identity stores g. Configure OAM to support federated single sign on with up to five (5) web applications h. Provide up to twenty (20) hours of assessment to federate with non-SAML web applications
2	OIM	a. Install and configure OIM in ADE, ATE, and ASE environments b. Migrate Your OIM configuration from Your existing PROD environment to the new ADE, ATE, and ASE environments c. Configure up to one hundred (100) enterprise roles and associated authorizations d. Configure OIM to support Active Directory (AD) user account management for the following use cases for a single AD domain: i. User account provisioning ii. User account termination iii. User account disable and enable iv. User account lock and unlock e. Create and configure one (1) one-level custom approval workflow for internal user provisioning to Active Directory in ADE. Migrate and configure this workflow in ATE, ASE and PROD environments. Assist with testing this approval workflow in ATE, ASE, PROD environments f. Add user assurance level i. Add one (1) User Defined Field ("**UDF**") in OIM user profile for external users (Assurance Level) ii. Add one (1) field in OID for assurance level iii. Configure LDAPSync rules to link OIM field with OID field iv. Provide up to ten (10) Person Days of assistance to WCP team on calling OIM API to update the field in OIM v. Migrate the configuration to ATE, ASE, PROD environments g. Make OIM user profile mailing address field visible and editable by user in OIM self-service
3	OVD/OID	a. Install and configure OID and OVD in ADE, ATE and ASE environments b. Migrate Your OVD/OID configurations from Your existing PROD environment to the new ADE, ATE, and ASE environments c. Configure up to two (2) OVD LDAP Adapters to support additional LDAP directories for user authentication d. Configure up to two (2) OVD Active Directory Adapters to support user authentication against additional AD domains
4	OAAM	a. Install and configure OAAM in ADE, ATE and ASE environments b. Provide up to twenty (20) Person Days of assistance to assess OAAM and identify OAAM specific business requirements and use cases c. Provide a two (2) hour workshop to demonstrate the basic functionality

No.	Software Component	Configuration Description
5	Database Security - ASO	a. Install and configure TDE, NLE, using OKV in ATE, and ASE environments b. Configure Transparent Data Encryption and Network Link Encryption for the following databases in Your ATE, ASE and Production environments: Up to one (1) ADR database c. Configure Key Vault to protect the encryption keys for the following databases in Your ATE, ASE and Production environments: Up to one (1) ADR database d. Configure AVDF to monitor the following databases in Your ASE and production environments: Up to one (1) ADR database e. Analyze the feasibility of configuring database firewall in database policy enforcement ("**DPE**") mode and create a feasibility report that will be part of the Phase 1 security assessment report
6	Oracle Entitlement Server (OES)	a. Install and configure OES in ADE, ATE, and ASE environments b. Migrate Your Entitlement Server configurations from existing production environment to the new ADE, ATE, and ASE environments c. Perform an assessment to identify use cases for extending the use of OES at LACA and create an OES assessment report that will be part of the Phase 1 security assessment report
7	Oracle API Gateway (OAG)	a. Install and configure OAG in ADE, ATE, and ASE environments b. Protect up to two (2) web services used by clients that are external to AMP
8	OMSS	a. Install and Configure OMSS for Apple iOS in up to three (3) environments (ADE, ATE and ASE) b. Configure OMSS load balancing in two (2) environments c. Configure OID as the authentication provider for OMSS d. Configure one (1) application to run within the OMSS container for an iOS device e. Configure the enterprise app store for app distribution
9	SOA/WCP	a. Up to four (4) medium complexity SOA services to support Tiered customer account management b. Up to two (2) low complexity WCP ADF pages to support Tiered customer account management
10	Phase 1 security Assessment	1. Assess the AMP Phase 1 security framework and create a Phase 1 security assessment report outlining improvement findings for the following: OIM, OAM OID/OVD,,OAG, Database Security, OES and OAAM,

3. Deploy, Configure and test the above features and functionality related to account management, tiered access management, database security, web services security and enterprise role extensions in the PROD environment, STAGE environment (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) in addition to the Phase 2 environments above.

E. Property ID Management (Component 6)

Oracle Delivery Scope

Component 6 describes the management of common high level property (i.e., assessment object) attributes, which are the descriptive characteristics of a property that make each parcel unique, while also allowing for grouping (i.e., setting relationships between) or cross-referencing of properties of different types.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, BPM, and SOA to support the following Component 6 Modules:
    a. Address Management (6.1)
    b. Assessment Object Cross-Indexing (6.4)
    c. Apportionment (Parcel Change) (6.5)
    d. Aggregated Appraisal / Assessment (6.7)

The custom functionality will be comprised of the following:

Number	Product	Description
1	WCP	• One (1) ADF user interface of high complexity. Change submissions will be restricted based on the user's tier level (as defined in Security Framework Enhancements). The user interface will support creation of a PDF document that can be passed to the BPM approval workflow to be digitally signed. The user interface will also integrate with Your GIS system. Address changes will invoke Your Trillium data quality service using a web service interface provided by You for address validation. • One (1) ADF interface of low complexity to support status checks. Status checks will be restricted to the requester and associated property owners.
2	BPM	• Three (3) BPM processes of medium complexity • Up to six (6) ADF user interfaces of medium complexity • Three (3) BPM worklist applications of low complexity • Invocation of digital signature service (as defined in the SOA section below) to sign submitted forms
3	SOA	• One (1) medium complexity SOA service to invoke the BPM process from WCP and initiate the review and approval of the requested address information updates • Two (2) medium complexity SOA services to perform Create, Read, Update, Delete (CRUD) operations in the Assessment Data Repository (ADR) • One (1) medium complexity SOA service to send outbound plain-text email notifications to process participants • One (1) medium complexity SOA service to generate a flat file extract that can be converted by Your systems into EDI 801 and 805 transactions for Your legacy systems. • One (1) medium complexity SOA services to integrate with digital signature services. • One (1) low complexity SOA service to support status checks. • SOA/OSB service built in Component 11 will be reused for integration with Documentum

2. Build, and test an OPA rule base for enforcing up to fifty-four (54) Component 6 business policy rules described in up to forty-five (45) policy pages identified in AMP Phase 2 Requirements and Rules (from AIMS).xlsx document attached hereto for creating apportionment Mapping Service work units, recognizing subtypes of apportionment business events, recognizing subtypes of AINs apportionment, validating apportionment requests, processing apportionment requests, and performing apportionment calculations, as detailed in the following AIMS sections:

Module	AIMS Section	Functionality Description
6.01	1.60.65.10	Resolve Public Service Questions or Requests
6.04	3.20.20.20	Capture Gathered Information
6.05	1.60.30.10	Initiate Apportionment Work Unit
6.05	3.30.30.10	Identify and Apportion Assessed Values
6.05	5.10.10.10	Identify Initial Assessment(s)
6.05	7.40.30.10	Recognize AINs for special properties

3. Install, configure or build, and test repository functionality to support Address Management, Assessment Object cross-indexing, Apportionment (Parcel Change) and Aggregated Appraisal/Assessment using Oracle Database software, to include updates to database schemas and relational tables, which will be comprised of the following:

Component	Complexity	Functionality Description
6	Moderate	Modifications or addition to one (1) database schema: ▪ Up to eight (8) relational tables
	Intermediate	Up to four (4) PL/SQL data services
	Complex	Up to one (1) PL/SQL data service

F. New Construction Foundations (Component 7)

Oracle Delivery Scope

Component 7 lays the architectural and technical foundations for handling new construction events to be addressed in Phase 3, Components 15 and 17, which will include the ability to update or change building property characteristics, apply cost factors, and manage the workflow process and business events. The master workflow process and business event management will be applied to business events other than new construction.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, BPM, and SOA to support the following component 7 modules:
   a. Property Attributes Maintenance (7.1)
   b. Cost & Depreciation Maintenance (7.2)

c. Workflow and Task Management Master (7.3)
d. Business Events Manager (7.4)
e. Extended Business Events (7.5)
f. Data and Document Capture (7.6)

The custom functionality will be comprised of the following:

Number	Product	Description
1	BPM	• One (1) very high complexity BPM process to manage Your "Level 2" workflow process • One (1) medium complexity workflow application to manage Your "Level 2" workflow process • Up to Two (2) high complexity BPM processes to orchestrate and manage Workflow Master process activities and tasks • Two (2) low complexity BPM worklist applications • Two (2) medium complexity ADF user interfaces to interact with Your Workflow Master processes
2	SOA	• Up to two (2) high complexity SOA services to perform CRUD operations in ADR. • One (1) high complexity SOA service to interface with your data/document sources, verify that the information required to process a business event is available, and either begin a BPM process or create a notification if any information is not available. • Up to one (1) medium complexity SOA Service to modify the flat file extract in 142 format to support updated element mappings and transformations • Up to one (1) high complexity and two (2) medium complexity SOA services for task assignment management.
3	WCP	• One (1) very high complexity ADF user interface for task assignment management. • Up to one (1) low complexity ADF user interface to support up to five (5) external URL links to Your existing Cognos reports as follows: ▪ Work Unit/Task History Report ▪ Work Unit Production Rate Comparison Report ▪ Production Calendar Report ▪ Production Calendar Estimator Report ▪ Production Time Limit Report

2. Build and test an OPA rule base for enforcing up to one hundred forty-nine (149) Component 7 business policy rules described in up to seventy-three (73) policy pages identified in the AMP Phase 2 Requirements and Rules (from AIMS).xlsx document attached hereto for mapping processing activities to creation of work units and work tasks, validating authority levels, raising alerts to change work unit status, making assignments of tasks to appropriate staff, and making assignments of approvals to appropriate supervisors, validating work unit linkages, enforcing priority rules, and identifying the category of business events, cyclical business events, revolving business events, or extended public service events that initiate work units, as specified in the following AIMS sections:

Module	AIMS Section	Functionality Description
7.03	9.10.10.10 9.10.10.20 9.10.10.30 9.10.10.40	• Create and Maintain Rules for Work Units and Associated Work Tasks • Create and Maintain Personnel Management Framework • Create and Maintain Rules for Work Unit and Work Task Monitoring and Tracking • Create and Maintain Rules for When Alerts are Sent, to Whom, for each Work Unit and Assigned Work Task
7.04	1.60.05.20 2.10.10.10 2.10.10.20 5.10.10.10	• Identify Business Event Category • Determine Cyclical Business Event • Determine Revolving Business Event • Identify Initial Assessment(s)
7.05	1.60.65.20	• Determine the Specific Type of Extended Public Service Business Events

3. Build and test the following ETL modules using ODI:

Number	Source	Target	Description
11	AMP	AMP	• Update ODI ETL to support the following components: ▪ Property Attribute Maintenance ▪ Workflow and Task Management Master ▪ Business Events Management ▪ Extended Business Events ▪ Data Capture Assistant ▪ ODI Change Management Co-ordination • Up to Four (4) Complex ODI use case • Up to three (3) Easy ODI use cases

4. Install, configure or build, and test repository functionality to support Property Attribute Maintenance, Data Capture Assistant, Business Events Management, and task assignment management, using Oracle Database software to include updates to database schemas and relational tables, which will be comprised of the following:

Component	Complexity	Functionality Description
7	Very Complex	Modifications or additions to three (3) database schemas: ▪ Up to thirty (30) relational tables
	Simple	Modifications or additions to one (1) database schemas: ▪ Up to five (5) relational tables
	Simple	Up to eleven (11) PL/SQL data services
	Intermediate	Up to ten (10) PL/SQL data services
	Complex	Up to one (1) PL/SQL data service

G. Prop 13 Assessment (Component 8)

Oracle Delivery Scope

This component provides the functionality to process secured assessments, with the exception of special properties currently assessed on the Cross Reference Roll. The annual roll is processed in conjunction with Proposition 13 guidelines, allocating values between land and improvements, and annually CPI trending. Changes of ownership and new construction events result in the enrollment of new base values, and some roll corrections can affect both base and current values which may impact assessment. This will also include the ability to simulate any impacts one assessment may have on a subsequent assessment.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, BPM, and SOA to support the following component 8 modules:
   a. Assessment Allocation (8.1)
   b. Enrollment (8.2)
   c. Escaped Assessment, Roll Corrections, and Assessment Changes (8.3)
   d. Supplemental Assessments (8.4)
   e. Assessment Impacts (Rules) (8.5)
   f. Assessment Impacts Simulator (8.6)
   g. Value bases (8.7)

The custom functionality will be comprised of the following:

Number	Product	**Description**
1	BPM	• Up to six (6) medium complexity BPM processes • Up to eight (8) medium complexity ADF user interfaces. These user interfaces will integrate if necessary with Your Digital Signature service using the SOA interface developed for Component 6 and Your Trillium data quality service using a web service interface provided by You. • Six (6) low complexity BPM worklist applications
2	SOA	• Up to nine (9) SOA services as follows: ▪ Three (3) low complexity SOA services ▪ Six (6) medium complexity SOA services • SOA/OSB service built in Component 11 will be reused for integration with Documentum

2. Build and test an OPA rule base for enforcing up to eighty-three (83) Component 8 business policy rules described in up to sixty-four (64) policy pages identified in the AMP Phase 2 Requirements and Rules (from AIMS).xlsx document attached hereto for allocating assessed value to value components, identifying assessments that need to be created or edited, identifying the assessment rolls impacted by business events, and routing assessments to next steps, as specified in the following AIMS sections:

Module	AIMS Section	Functionality Description
8.01	3.30.80.10 3.30.80.20	Apply Land and Improvement Value Allocation Rules Apply Economic Unit and Building Value Allocation Rules
8.02	3.30.20.20 5.10.10.10 7.20.30.10	Apply Assessment Rules for Transfer Business Events Identify Initial Assessment(s) Create/Update Supplemental/Roll Assessments and Identify Assessments Requiring Notices/Billing
8.04	5.10.10.10 7.20.30.10	Identify Initial Assessment(s) Create/Update Supplemental/Roll Assessments and Identify Assessments Requiring Notices/Billing
8.05	3.30.90.10 3.30.95.10 5.10.10.20 7.20.10.10 7.20.10.20 7.20.30.10	Apply Subsequent Annual 601 Roll Processing Filter Display All Subsequent Business Events Identify Impacted Subsequent Assessment(s) Identify Impacted Assessments Route All Activity Create/Update Supplemental/Roll Assessments and Identify Assessments Requiring Notices/Billing
8.07	5.10.20.20	Determine and Populate Subsequent Assessment Value(s)

3. Build and test the following ETL modules using ODI:

Number	Source	Target	Description
1	AMP	AMP	• Update ODI ETL to support the following components: ▪ Assessment Allocation ▪ Enrollment ▪ Escaped Assessments, Roll Corrections, and Assessment Changes ▪ Supplemental Assessments ▪ Assessment Impacts (Rules) ▪ Assessment Impacts Simulator ▪ Value Bases ▪ ODI Change Management Co-ordination • Up to two (2) Complex ODI use case • Up to three (3) Medium ODI use cases • Up to three (3) Easy ODI use cases

4. Install, configure or build, and test repository functionality to support Assessment Allocation, Assessment Changes and Assessment Impacts, using Oracle Database software, including updates to database schemas and relational tables. Which will be comprised of the following:

Component	Complexity	Functionality Description
8	Complex	Modifications or additions to one (1) database schemas: ▪ Up to ten (10) relational tables:
	Intermediate	Up to five (5) PL/SQL data services
	Complex	Up to one (1) PL/SQL data services

H. System Interfaces (Component 9)

Oracle Delivery Scope

This component provides the ability for AMP to interface with existing internal or external legacy systems, allowing for the migration of data between old and new as needed, exposure of that data on the Assessor Portal, and the elimination of dependencies of ancillary systems on legacy data sources.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, and SOA to support the following component 9 modules. Also see Component 11 below for Public Service Master application in support of Public Service Interface (9.5)
    a. Assessor Public Service Interface (9.5)
    b. Auditor-Controller Interfaces (9.6)
    c. Treasurer and Tax Collector Interfaces (9.7)

The custom functionality will be comprised of the following:

Number	Product	Description
1	WCP	• Extension of up to three (3) medium complexity ADF user interfaces. • Addition of one (1) moderate complexity ADF user interface for integration with reports to be written in Oracle Business Intelligence Publisher (BIP) for implementing Print services.
2	SOA	Up to three (3) medium complexity SOA services to perform CRUD operations in ADR.

2. Build and test the following ETL using ODI:

Number	Source	Target	Description
1	Tax Collector	Assessor Repository	• Up to five (5) Tax Collector Sources to ADR • Up to six (6) Complex ODI Use Cases
2	Auditor-Controller	Assessor Repository	• Up to five (5) Auditor – Controller Sources to ADR • Up to six (6) Complex ODI Use Cases

3. Install, configure or build, and test repository functionality to support Auditor-Controller interface, and Treasurer & Tax Collector interface, including updates to database schemas and relational tables. Which will be comprised of the following:

Component	Complexity	Functionality Description
9	Very Complex	Modifications or additions to one (1) database schemas: ▪ Up to fifteen (15) relational tables:
	Complex	Up to six (6) PL/SQL data services
	Very Complex	Up to four (4) PL/SQL data services

4. Install, configure or build, and test report functionality based on Oracle Business Intelligence Publisher (BIP) which will be comprised of the following:

Number	Product	Description
1	BIP	Up to three (3) reports to produce Real Property information in PDF form suitable for printing as follows: ▪ One (1) report of medium complexity for Real Property Summary information; ▪ One (1) report of medium complexity for Real Property Building and Land information; ▪ One (1) report of high complexity for Real Property Assessment History information.

I. Multiple Regression Analysis Computer-Aided Mass Appraisal ("**MRA CAMA**") (Component 10)

Oracle Delivery Scope

The purpose of this component is to remove current dependency on the legacy Multiple Regression Analysis Computer-Aided Mass Appraisal system, known as ADS/13, and develop the foundational work for a new system to perform market value appraisals. It will provide for a database of sales information, along with the ability to validate the sale prices of subject properties and comparable sales, maintain information from the Assessor portal, and reconcile valuation approaches.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, and SOA to support the following component 10 modules:
   a. Sales Repository & Maintenance (10.1)
   b. Sales Monitor (10.2)

   The custom functionality will be comprised of the following:

Number	Product	Description
1	SOA	• Up to eight (8) medium complexity SOA services to interface with legacy systems • One (1) medium complexity SOA service to perform CRUD operations in ADR • One (1) medium complexity SOA service to retrieve MRA CAMA data
2	WCP	One (1) medium complexity ADF user interface.

2. Build and test the following ETL modules using ODI:

Number	Source	Target	Description
1	AMP	AMP	• Update ODI ETL to support the following components: ▪ Sales Repository & Maintenance ▪ Sales Monitor ▪ Sales Repository interface to TITAN ▪ Sales Repository interface to COS ▪ Sales Repository interface to ADS ▪ Sales Repository interface to PTS/DIV

			▪ Sales Repository interface to ExAcT ▪ ODI Change Management Co-ordination • Up to five (5) Easy ODI use cases • Up to three (3) complex ODI Use Cases

3. Install, configure or build, and test repository functionality to support Sales Repository & Maintenance, Sales Monitor, using Oracle Database software including updates to database schemas and relational tables, which will be comprised of the following:

Component	Complexity	Functionality Description
10	Moderate	Modifications or additions to one (1) database schemas: ▪ Up to ten (8) relational tables
	Simple	Up to four (4) PL/SQL data services

J. Case Management – Public Service Master (Component 11)

Oracle Delivery Scope

This component addresses the build-as-needed processes from Phase 1 Component 5, prioritized according to the Assessor's requirements. Where Component 5 involves a consultant designing and implementing a template, Component 11 is the utilization of that template. This user-defined functionality will provide Assessor technical staff with hands-on learning within the Oracle technology platform. It will also provide for integration and management of various aspects of Assessor business, such as public service, ownership events, and proposition applications.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, BPM, and SOA to implement the Public Service Master module (11.1) of component 11 (and in support of Module 9.5 interface) as follows:

Number	Product	Description
1	WCP	• Up to thirteen (13) ADF user interfaces as follows: ▪ Three (3) low complexity ADF user interfaces ▪ Six (6) medium complexity ADF user interfaces ▪ Three (3) high complexity ADF user interfaces ▪ One (1) very high complexity ADF user interface.
2	BPM	• Three (3) medium complexity BPM processes • Three (3) low complexity BPM worklist applications • Nine (9) medium complexity ADF user interfaces
3	SOA	• Up to twelve (12) medium complexity SOA services to perform CRUD operations in ADR • Up to two (2) high complexity SOA services to perform CRUD operations in ADR • One (1) high complexity SOA/OSB service for integration with Documentum. This service will be reused for Component 8 and component 6.

2. Build and test the following ETL modules using ODI:

Number	Source	Target	Description
1	Assessor Public Service (APS)	AMP	• Update ODI ETL to support the following component: ▪ Public Service Master • Up to one (1) Easy ODI use case • One complex ODI use case

3. Install, configure or build, and test repository functionality to support Public Service Master, using Oracle Database software including updates to database schemas and relational tables, which will be comprised of the following:

Component	Complexity	Functionality Description
11	Simple	Modifications or additions to one (1) database schemas: ▪ Up to five (5) relational tables
	Simple	Up to four (4) PL/SQL data services

K. Case Management – Miscellaneous Propositions, Prop 58/193 (Component 11)

Oracle Delivery Scope

This component addresses the build-as-needed processes from Phase 1 Component 5, prioritized according to the Assessor's requirements. Where Component 5 involves a consultant designing and implementing a template, Component 11 is the utilization of that template. This user-defined functionality will provide Assessor technical staff with hands-on learning within the Oracle technology platform. It will also provide for integration and management of various aspects of Assessor business, such as public service, ownership events, and proposition applications.

Oracle will provide the following services in support of these requirements:

1. Install, configure or build, and test custom functionality using WCP, BPM, and SOA to implement the Miscellaneous Propositions module (11.7) of component 11 to support Propositions 58 and 193.

Number	Product	Description
1	BPM	• Four (4) medium complexity BPM processes • Ten (10) medium complexity ADF user interfaces • Four (4) low complexity BPM worklist applications
2	SOA	Up to eleven (11) SOA services as follows: ▪ Three (3) low complexity SOA services ▪ Six (6) medium complexity SOA services ▪ One (1) high complexity SOA service ▪ One (1) low complexity SOA service to support status checks.
3	WCP	One (1) ADF interface of low complexity to support status

		checks. Status checks will be restricted to the requester and associated property owners.

2. Build and test an OPA rule base for enforcing up to one hundred thirty six (136) Component 11 business policy rules described in up to sixty-three (63) policy pages identified in the AMP Phase 2 Requirements and Rules (from AIMS).xlsx document attached hereto or verifying the completeness of supporting inbound information, initiating requests to obtain missing data, validating the data against existing data in the ADR, evaluating Prop 58/193 eligibility requirements against the data, determining whether to approve or deny the claim, determining the date of tax relief, if any, and initiating notices to the claimant of the outcome as specified in the following AIMS sections:

Module	AIMS Section	Functionality Description
11.07	1.60.36.10	Determine Specific Miscellaneous Proposition Business Event and Initiate Work Unit
	3.20.10.10	Review Information Regarding the Work Unit/Task
	3.20.10.20	Review Information Regarding the Subject Property and the Associated Property
	3.30.36.10	Apply Miscellaneous Proposition Business Rules
	9.10.10.10	Create and Maintain Rules for Work Units and Associated Work Tasks

3. Build and test the following ETL modules using ODI:

Number	Source	Target	Description
1	AMP	AMP	• Update ODI ETL to support the following component: ▪ Proposition 58/ ▪ Proposition 193 • Up to two (2) Easy ODI use case • One complex ODI use case

4. Install, configure or build, and test repository functionality to support Proposition 58/193 functionality to perform CRUD operations, using Oracle Database software including updates to database schemas and relational tables, which will be comprised of the following:

Component	Complexity	Functionality Description
11	Simple	Modifications or additions to one (1) database schema ▪ Up to five (5) relational tables
	Intermediate	Up to ten (10) PL/SQL data services

L. Mentoring Workshops

Oracle Delivery Scope

Oracle will organize and conduct the following mentoring workshops for LA County employees, relevant to AMP Phase 2 . The content, timing and format of specific workshops will be mutually agreed to by LAC and Oracle and could include any of the Oracle technology products or custom software created within the scope of this Phase 2.

1. Oracle Software Mentoring Workshops for up to thirty (30) Person Days total for up to ten (10) participants in each workshop. Specific workshops may include the following topics:
    a) Functional and Technical Design
    b) Software Development Techniques & Tools
    c) Unit Testing Techniques
    d) Debugging Techniques
    e) The Software Build Process
    f) Code Walkthroughs/Code Review
    g) Application Support/Administration

2. Weekly "Brown Bag" workshops of one (1) hour in duration will be conducted once the Construction phase of Release A of the project commences for the purposes of architecture reviews, technical code reviews, and questions and answers of the deployment and use of Oracle technology as it relates to the AMP Phase 2 project, and concluded upon the completion of the Transition phase of Release B. The content, timing, and format of "Brown Bag" workshops will be mutually agreed to by LAC and Oracle.

M. Testing

Oracle Delivery Scope

1. Oracle's Testing scope will include Unit Testing, System Testing, Systems Integration Testing, and Performance Testing and this is described for Release A and Release B in their respective Implementation sections below.
2. Oracle will support User Acceptance Testing as described for Release A and Release B in their respective Implementation sections below.
3. Oracle will incorporate test processes within development lifecycle including adopting Continuous Integration options.

N. Release Management

Oracle Delivery Scope - Oracle shall:

1. Perform management, planning, and scheduling of the AMP Phase 2 releases through Your operational environments, to include testing and deploying software releases.
2. Provide Software Branch Management and Release Management services throughout the project lifecycle of AMP Phase 2

3. Provide “Branch and Release Manager(s)”, to identify and provide software branching strategy/plan and management services, software release strategy/plan and management services.
4. Provide and support all internal and external releases activities and software branching activities (i.e., software builds with automated scripts, automated Jenkins builds and code deployments, creating new branches, merging code, syncing / collapsing between branches, code builds / deployments / archive) for both Oracle and Assessor’s work on all Phase 2 functional components and any Phase 1 functional component code changes after Phase 1 go-live in all Phase 2 environments and STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW).

O. Transition to Production

Oracle Delivery Scope - Oracle shall:

1. Update the Cutover Strategy document to describe the approach and plan to migrate functionality described in the Services to Your PROD environment.
2. Execute the cutover strategy described in the Cutover Strategy document.
3. Demonstrate the validated system components in the PROD environment.
4. Complete mutually agreed upon production cutover procedures.

P. Post Production Support

Oracle Delivery Scope - Oracle shall:

1. For Release A, provide up to one hundred (100) Person Days over four (4) consecutive business weeks of post-production operational and functional support (the “**post-production support period**”) related to the functionality described in this SOW.
    a. Daily assess the status of the production deployment
    b. Review issues and track the progress on resolutions
    c. Provide corrective actions to You and to the extent reasonably permitted within the operational support period, Oracle will document applicable changes, provide any corrective actions and perform any mutually agreed-upon corrective actions.
2. For Release B, provide up to one hundred and forty (140) Person Days over four (4) consecutive business weeks of post-production operational and functional support (the “**post-production support period**”) related to the functionality described in this SOW:
    a. Daily assess the status of the production deployment
    b. Review issues and track the progress on resolutions
    c. Provide corrective actions to You and to the extent reasonably permitted within the operational support period, Oracle will document applicable changes, provide any corrective actions and perform any mutually agreed-upon corrective actions.

2. Implementation

The services described in this SOW will be performed in two External Releases A & B, each with one or more Internal releases each with four (4) phases (Inception, Elaboration, Construction and Test) and then followed by Transition and Production phases, using the Oracle® Unified Method ("**OUM**").

Oracle will use OUM's scrum (agile) view and Technology Full Lifecycle View.

Each External Release will be organized into one (1) or more Internal Releases. Each Internal Release, which will be deployed to the Phase 2 Test: Alt-Test and Alt-Stg (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) Environment, will have a milestone corresponding to the activities for that given Internal Release.

There are two (2) Internal Releases planned for Release A and six (6) Internal Releases planned for Release B for implementing the Business components within each Release A and Release B as part of AMP Phase 2 project.

Development activities will align to the test cases identified and mutually agreed during the Elaboration and Construction Phases.

Each Internal Release for Release A and Release B will have four (4) Phases:

1. Inception Phase – This phase shall provide activities for Sprint planning, MOSCOW List (Product Backlog update) as well as M's and S's of MOSCOW (Sprint Backlog), Requirements Specifications / Test Planning for feature set to be built in that iteration of the Internal Release.
2. Elaboration Phase – This phase shall provide activities for Internal Release Component Module Design based on Sprint Backlog.
3. Construction Phase – This phase shall provide activities for construction for that iteration of the Internal Release.
4. Test Phase – This phase shall provide activities for testing for that iteration of the internal release.

The following deliverables will be produced or updated, reviewed, and accepted by LACA in accordance with Paragraph 5.0 (Acceptance) of the Agreement in the above Inception, Elaboration, Construction, and Test Phases of each Internal Release:

1. Internal Release (1-N) Inception Requirements Phase Summary Report (which shall include MOSCOW, Requirements Specs artifacts)
2. Internal Release (1-N) Elaboration Design Phase Summary Report (which shall include Technical design artifacts)
3. Internal Release (1-N) Construction Phase Summary Report (which shall include code artifacts)
4. Internal Release (1-N) Test Phase Summary Report (which shall include Testing Results artifacts)

An External Release will include the above internal releases and have two (2) additional Phases:

1. Transition Phase - This phase shall provide activities for readiness of the External Release for production rollout (including User Acceptance Testing, Performance Testing, Cut-Over Planning, and Production Migration).
2. Production Phase – This phase shall provide Release Closure and Post Production Support activities for External Release.

The following deliverable will be produced or updated, reviewed and accepted in accordance with Paragraph 5.0 (Acceptance) of the Agreement by Oracle Consulting Services (OCS) and LACA in Transition and Production Phase of each External Release:

1. Release (A or B) Transition Phase Summary Report
2. Release (A or B) Production Phase Summary Report

Both Internal and External release deliverables will leverage OUM artifacts as identified and agreed during the AMP Project Phase 2 Inception Phases.

Program activities for Phase 2

2A. Phase 2 Inception Phase

1. Initiate Project

a. Establish the project governance structure (e.g., project management team, executive steering committee, and advisory committee)
b. Plan and conduct project kick-off presentations for executive steering committee as well as for project team and stakeholders
c. Provide ***Phase 2 Project Kickoff Presentation***

2. Planning Project

a. Update Project Control Documents ("**PCD**")
   i. ***Project Management Plan ("PMP")*** – Oracle will update the Phase 1 PMP, to provide a re-baselined document for AMP Phase 2. The PMP will be used by Oracle and Assessor to manage, track, and evaluate project performance. The PMP will be a living document, with changes to be mutually agreed upon between Assessor and Oracle as defined in the Oracle Request Type table in Section 4. Assumptions and Your Obligations of this SOW. The PMP will include the following sections:
      - Introduction, including an executive summary, business case, and project charter
      - Scope Definition
      - Project Objectives
      - Project Approach
      - Project Tasks, Work Products, and Milestones
      - Scope Management
      - Financial Management
      - Work Management
      - Issue Management
      - Key Decision Management
      - Requirements Management
      - Risk Management
      - Problem Management

- Organization and Staff Management
- Communications Management
- Quality Management
- Configuration Management
- Infrastructure Management
- Procurement Management
- Organizational Change Management

ii. Oracle will create a "Project Organization Chart" with inputs from County, to describe the configuration for both Oracle and County team resources

iii. ***Project Work Plan ("PWP")*** – Oracle will provide a Phase 2 PWP including:
- Project deliverables (as set out herein at **3. Deliverables**)
- Tasks and Subtasks
- Associated dependencies
- Resource loaded for Oracle team
- Key milestones

iv. ***Configuration and Technology Change Management Plan ("CTCMP")*** – Oracle will update the process for managing changes to AMP. The CTCMP includes:
- Overview, including Change Management practices, benefits, and framework
- Change Management Mission, including key performance indicators ("**KPIs**") for tracking (e.g., completed changes, backlog of changes, emergency changes)
- Change Management Scope (e.g., unavailable or degraded service during service hours, different service functionality)
- Change Management Procedures (e.g., request for change review, change planning, change approval, change implementation, change closure), which can vary for different types of IT changes and risk levels
- Types of change requests / classes (e.g., standard changes, normal changes, emergency changes)
- Change Management Roles (e.g., change initiator, change coordinator, change manager, change advisory board, approver, change implementation team)
- Change Management Process as stated below (e.g., reviewing / assessing a change request, planning the change, testing the change, creating a change proposal, implementing changes, reviewing change performance, and closing the process with documentation)

v. ***Branching and Release Management Plan ("BRMP")*** – Oracle will update the AMP software branching, merging, and releases management services strategy and plan. This plan shall be further updated as needed based on mutual agreement between Assessor and Oracle. The BRMP includes:
- Software branching planning, management, and maintenance (e.g., branch pulling, branches synchronization with conflict resolution, multiple code commits, branch merging and collapse)
- Branching models shall include: Release branching, Feature branching, Maintenance branching, and / or Task branching
- Branching strategy, plan, and timelines across multiple releases (internal & external) and multiple technical environments

b. Project Administration - Oracle will manage ongoing project activities and track and report on project status as described below. Status reports will utilize the project data gathered from the project management tool.

i. Weekly status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period, and those that are to be completed in the next reporting period; summary of project status, including progress toward completing milestones, key milestones, deliverables, and critical path deliverables; project issues and risks identified through quality assurance and risk management process, and status thereof; updates to the appropriate PCD; critical path analysis; status of any changes as documented in a plan ("**Project Change Management Plan**" or "**PCMP**"); project schedule; and any other information that Assessor or Oracle may, from time-to-time, reasonably request in writing, or that Oracle or Assessor, as the case may be, may deem appropriate.

c. Provide Project Documentation Management - Perform ongoing management and update of key project documentation, during and up to deployment, including:
   i. Maintenance of PWP, updated weekly at a minimum and maintained in Your Daptiv collaboration tool, and a baseline and all revisions to the PWP
   ii. Defect and Defect management
   iii. Issue management
   iv. Risk management
   v. Management of project staffing and resources. Monitor project staffing and resources in accordance with the project staffing and resource management plan and manage any Oracle personnel changes in accordance with this SOS
   vi. Configuration and technology change management. Manage and report on all configuration changes according to the CTCMP
   vii. Quality management. Manage the quality management process in accordance with the quality management plan

3. Documentation and Review

Oracle will create the following document (as each such document is defined in Section 3 Deliverables below) and review each document with You:

a. ***Phase 2 Project Kickoff Presentation***

b. Phase 2 Inception Phase Summary Report that consolidates the ***Project Management Plan, PWP Configuration and Technology Change Management Plan, and Branching and Release Management Plan.***

2B. Phase 2 Elaboration Phase

1. Architecture Update (Component A)

The following activities are in support of Architecture updates and Assessments for Phase 2:

a. System Architecture

Oracle will conduct the following workshops necessary to update the ***Technical Architecture Document ("TAD")*** for Phase 2 requirements:

i. Up to four (4) workshops, at dates mutually agreed to in the PWP, each of which is up to four (4) hours in length, for up to ten (10) participants each, and for the purpose of defining the application architecture.

ii. Up to four (4) workshops, at dates mutually agreed to in the PWP, each of which is up to four (4) hours in length, for up to ten (10) participants, for the purpose of defining the data implementation architecture.

iii. Up to four (4) workshops, at dates mutually agreed to in the PWP, each of which is up to four (4) hours in length, for up to ten (10) participants each, and for the purpose of defining the security architecture.

iv. Up to four (4) workshops, at dates mutually agreed to in the PWP, each of which is up to four (4) hours in length, for up to ten (10) participants each, and for the purpose of defining the technology architecture for project environment(s) and verify system hardware specifications.

b. Enterprise Architecture & Governance Planning

i. Conduct up to four (4) workshops, at dates mutually agreed to in the PWP each of which is up to four (4) hours in length, for up to ten (10) participants each, for the purpose of updating the ***Assessor Modernization System and Data Architecture, Implementation Roadmap, and Governance Plan*** for Phase 2 requirements.

c. Scalability for other California Counties

i. Conduct up to ten (10) workshops of up to four (4) hours each with Your business and technical stakeholders for the purpose of discovering business and technical requirements to support an Assessor as a Service (AaaS) model for additional California counties.

ii. Create an ***Assessor as a Service Assessment document*** that provides key findings, impacts, risks, and mitigations, for supporting an AaaS model.

d. Documentation and Review

Oracle will create the following document (as each such document is defined in Section 3 Deliverables below) and review each document with You:

i. Phase 2 Elaboration Phase Summary Report - This report will consolidate and organize the following documents: ***Technical Architecture Document, Assessor Modernization System and Data Architecture, Implementation Roadmap, and Governance Plan and Assessor as a Service Assessment document.***

2C. Release A

The scope for Release A includes Technology Framework Extension (Component B) and Component 9 Interfaces (9.6 -Audit-Controller and 9.7-Treasury Tax Collector).

1. Technology Framework Extension (Component B)

a. Phase 2 Release A Inception Phase - Oracle shall:

i. Infrastructure Assessment-

- Conduct up to six (6) workshops of up to two (2) hours each with members of Your technical staff for the purpose of evaluating and providing recommendations for sizing and storage solutions of Your existing Phase 1 and new Phase 2 environments in an effort to identify opportunities for reducing hosting costs for the purpose of updating the Technical Architecture Document.
- Create an OKV Assessment Report to provide an assessment for Your current OKV and shared security deployments in Phase 1.

ii. Technology Assessment for further adoption:

Create an ACO, SGO and BIP assessment report to assess the applicability of following Oracle products options against business requirements identified from the functional components (Oracle Database version 12c options)

- Advance Compression Option ("**ACO**")
- Spatial and Graph Option ("**SGO**")
- Assessment of Standard BIP Reporting for OEM, OIM, OAM

iii. Unused Product Capability Assessment :

Assess the following unused products and create an ***Unused Product Capability Assessment Report***

a) Event Driven Architecture:
   - Review existing architecture documentation and specifications.
   - Conduct up to three (3) workshops of up to two (2) hours in duration to identify functional areas and systems that might be candidates for EDA.
   - Conduct up to two (2) walkthroughs of up to two (2) hours in duration with Your staff to review and refine Oracle's recommendations.
   - Identify and document opportunities to leverage Oracle SOA Suite features and components (including, but not limited to, the Event Delivery Network (EDN) and Oracle Event Processor) to align with Your EDA goals.
   - Leverage EDA capabilities in the implementation of Phase 2 project as applicable.

b) Representational state transfer (REST):
   - Review existing service interface and transport standards.
   - Conduct one (1) workshop of up to two hours in duration to identify services that might be candidates for REST adoption
   - Conduct one (1) walkthrough of up to two (2) hours in duration to review Oracle's findings.
   - Define and document an initial strategy for the use of native SOA and BPM features, including the Oracle REST Adapter, to implement REST bindings for candidate services.
   - Leverage REST capabilities in the implementation of Phase 2 project as applicable.

c) Adaptive Case Management:
   - Review existing architecture and design documentation relating to processes implemented in BPM.
   - Conduct up to three (3) workshops of up to two (2) hours in duration to review Adaptive Case Management features in BPM 12c and establish architectural criteria for its use.
   - Identify candidate processes for refactoring based on Adaptive Case Management.
   - Document criteria and process candidates.

- Conduct one (1) walkthrough of up to two (2) hours in duration to review Oracle's findings with Your staff.
- Leverage ACM capabilities in the implementation of Phase 2 project as applicable.

d) Business to Business ("**B2B**") Electronic Data Interchange ("**EDI**") Adapter:
- Conduct up to four (4) workshops of up to two (2) hours in duration with Your staff to review high-level EDI requirements for existing interfaces based on EDI standards.
- Identify common EDI formats in use and drivers for EDI product selection.
- Establish and document an initial strategy and candidate interfaces to be migrated to Oracle's B2B EDI Adapter.
- Conduct one (1) walkthrough of up to two (2) hours in duration with Your staff to review Oracle's findings for adoption of the B2B EDI Adapter.

e) OEM Management Pack:
- Review existing technical architecture documentation and runbooks for operational standards and approaches with an emphasis on Oracle Fusion Middleware and Oracle Database.
- Conduct up to two (2) workshops of up to two (2) hours in duration to review O&M practices and drivers.
- Identify and document an initial strategy and timeline for the design and implementation of OEM Management packs with an emphasis on Oracle Fusion Middleware and Oracle Database Management packs.
- Conduct one (1) walkthrough of up to two (2) hours in duration with Your staff to review Oracle's findings.

f) Business Activity Monitoring ("**BAM**"):
- Review existing operational reporting processes and standards.
- Conduct up to three (3) workshops of up to two (2) hours in duration with business and operations stakeholders in Your staff to identify business visibility pain points and drivers.
- Establish and document an initial strategy for BAM implementation including potential processes to be monitored and metrics.
- Conduct one (1) walkthrough with Your staff to review Oracle's findings.

g) Governance and API Software Analysis and Planning:
- Conduct one (1) planning workshop of up to four (4) hours in duration with Your staff to identify and document Your current environment with respect to the following areas and produce an action plan to implement the use cases for Phase 2.
  * Installation environment and configuration
  * Metrics that support the program goals and objectives
  * Roles and responsibilities
  * Process modifications
  * Metadata and taxonomy for initial assets
  * Identification of the initial set of assets

- Conduct one (1) planning workshop of up to four (4) hours duration with Your staff to plan for adoption of Oracle API Catalog based on the assets and taxonomies defined above.
- Conduct up to two (2) planning workshops of up to two (2) hours duration with Your staff to identify asset types that should be managed by Oracle API Manager.
- Prepare an implementation plan for advanced SOA governance (using OER) requirements based on the findings, and outcomes for services provided under this Statement of Work.

iv. Documentation and Review

Oracle will create the following documents (as each such document is defined in Section3 Deliverables below) and review each document with You:

a) Phase 2 Release A Inception Phase Summary Report that includes ***OKV Assessment Report***

b) Phase 2 Product Assessment and Analysis – Inception Phase Summary Report that consolidates ***ACO, SGO and BIP Assessment Report*** and ***Unused Product Capability Assessment Report***

b. Phase 2 Release A Elaboration Phase - Oracle shall:

i. Governance and API Software Review:

a) Create a ***Governance and API Software Review Report*** by reviewing and documenting with the Oracle and Assessor project team the customer specific design time governance use case scenarios as listed below:

- Definition and Cataloging of asset types, taxonomy and relationship types in OER12c to manage taxonomy, and visibility of legacy services
- Automating OER12c based asset re-harvesting and updates from service containers and integration IDE with OER12c for asset submission
- Planning of essential processes as a foundation for future process automation to manage the service lifecycle from Development to Integration, QA to Production
- Consuming services and endpoints
- Change Management automatic and discretionary notification on service replacement, next version, substitution and retirements.
- Generating basic reports for services repository population statistics, service usage tracking and basic service reuse metrics
- Posting runtime information to OER12c.

ii. Documentation and Review

Oracle will create the following document (as each such document is defined in Section 3 Deliverables below) and review such document with You:

a) Phase 2 Product Assessment and Analysis– Elaboration Phase Summary Report that includes ***Governance and API Software Review Report***

c. Phase 2 Release A Construction Phase - Oracle shall:

i. Middleware Technology Update

Update application projects for AMP Component 3 (Trend Calculator), AMP Component 4 (Assessor Portal), AMP Component 5 (Case Management Pilot – Property Data Change Request – Browser and Mobile) based on Oracle SOA Suite (SOA) 11.1.1.9, Oracle Business Process Management (BPM) 11.1.1.9, and Oracle WebCenter Portal ("**WCP**") 11.1.9 to SOA 12c, BPM 12c., and WCP 12c.

ii. Technology Deployment

a) Install, Configure and validate Oracle technology products outlined in Section 1.C.1 through 1.C.13 in Your following three (3) new environments:
- ASE
- ADE
- ATE

b) Build Oracle 11g single instance database for SES and then perform in-place upgrade to 12c in each of the following environments:
- ASE
- ADE
- ATE

c) Create an Installation Status Report outlining install activities performed.

iii. Governance and API Software Configuration:

a) Install and configure SOA Governance Suite on a single node/domain for one of Your environments to cover Phase 1 and Phase 2 webservices.
- OER 12c with Roles, Authentication, Departments, Projects, Harvester, and Notification setup
- Setup reporting with BI Reporting module
- IDE, Source Code Management and ANT build tool integration with OER12c
- Integration with SOA Management Pack 12c Enterprise Edition for Oracle SOA Suite
- Integration with Oracle Web Services Manager 12c

b) Configure OAC and load the initial set of assets into it as identified during the planning workshops.

c) Configure Oracle API Manager for the initial set of assets to be managed as identified during the planning workshops.

d) Leverage OAC, OER and OAPIM in the implementation of Phase 2 project as applicable.

e) Create a ***Governance and API Software Configuration Report***

iv. Documentation and Review

Oracle will create the following documents (as each such document is defined in Section 3 Deliverables below) and review each document with You:

a) Phase 2 Release A Construction Phase Summary Report that includes the ***Installation Status Report***

b) Phase 2 Product Assessment and Analysis - Construction Phase Summary Report that includes ***Governance and API Software Configuration Report***

d. Phase 2 Release A Test Phase

i. Deploy the updated application projects based on SOA, BPM, and WCP to Your ASE environment.

ii. Execute one (1) cycle of the existing end-to-end regression test scripts for Component 3, Component 4, Component 5 (Browser) and Component 5 (Mobile). Provide Regression Test results report.

iii. Provide up to twenty (20) Person Days of time addressing technical issues resulting from project updates and/or environment upgrades

iv. Create an ***Upgrade Remediation Report*** that outlines upgrade issues and resolutions

v. Documentation and Review

Oracle will create the following document (such document is defined in Section 3 Deliverables below) and review such document with You:

a) Phase 2 Release A Test Phase Summary Report that includes the ***Upgrade Remediation Report***

2. Business Functional Components

a. Oracle will provide the following Services related to Phase 2 Release A Business Component 9 of Your Assessor Modernization Project (AMP) in two Internal Releases:

i. Release A Internal Release 1 ("**IR A-1**")

ii. Release A Internal Release 2 ("**IR A-2**")

Component / Modules In scope	Internal Release IR A-1 and IR A-2 Phase(s)	Internal Release Key Tasks
9.6, 9.7	Inception	Conduct Requirements Workshops, Prioritize Requirements, and Develop Use Cases & Business Rules. Create ***MoSCoW list*** and ***Requirements Specification*** for Components 9.6, 9.7
	Elaboration	Analyze Requirements and Use Cases, Design Software Components. Create ***Technical Design and Design Specifications*** for Components 9.6, 9.7. Create ***Test Cases*** for Components 9.6,9.7
	Construction	Develop Unit Test Plan, Implement Software Components. Create a ***Construction summary report*** that outlines software components created for Components 9.6,9.7
	Test	Execute Unit Test, Create Integration Test Plan, Execute Integration Test Plan, Create System Test Plan, Execute System Test. Document ***System Test Results*** for Components 9.6,9.7

The following limitations apply to workshop activities required to implement the above components:

Component	Internal Release IR A1 and IR A2 Phase Activity	Pillar	Workshop Limit
9.6,9.7	Inception for all Internal Releases	DB	Five (5) workshops, each of which will be up to four (4) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements
		All	Conduct five (5), four (4) hour workshop at dates mutually agreed to in the PWP for up to ten (10) of Your staff, to present and validate the Requirements Specification document

b. Documentation and Review

Oracle will create the following documents (as each such document is defined in Section 3 Deliverables below) and review each document with You:

a.	IR A-1 Inception Requirements Phase Summary Report (C9.6,9.7) that includes ***MoSCoW list*** and ***Requirements Specification*** for Components 9.6, 9.7
b.	IR A-1 Elaboration Design Phase Summary Report (C9.6, 9.7) that includes ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7
c.	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)) that includes the ***Construction summary report*** for Internal Release A-1 for Components 9.6, 9.7
d.	IR A-1 Test Phase Summary Report (C9.6, 9.7) that includes the ***System Test Results*** for Internal Release A-1 for Components 9.6, 9.7
e.	IR A-2 Inception Phase Requirements Summary Report (C9.6, C 9.7) that includes updated ***Requirements Specification*** for Components 9.6, 9.7
f.	IR A-2 Elaboration Design Phase Summary Report (C9.6, 9.7) that includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7
g.	IR A-2 Construction Phase Summary Report (C9.6, 9.7) that includes the ***Construction summary report*** for Internal Release A-2 for Components 9.6, 9.7
h.	IR A-2 Test Phase Summary Report (C9.6, C9.7) that includes the ***System Test Results*** for Internal Release A-2 for Components 9.6, 9.7

3. Phase 2 External Release A Transition Phase - Oracle shall:

a. System User Documentation

Provide up to twenty (20) Person Days to create a ***User Reference Manual*** and ***User Guide***

b. System Integration Testing ("SIT")

i. Establish the SIT environment in Alternate Staging ("**ASE**") or STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) based on the Technical Architecture document

ii. Configure the application and toolsets and install AMP Components

iii. Conduct System Integration Test jointly with Assessor Testers over (2) consecutive business weeks.

iv. Address any Sev 1 or Sev 2 defects in functionality or configuration.

v. Record System Integration test results in the ***SIT Results document***.

c. User Acceptance Testing ("UAT")

i. Establish the UAT environment in Alternate Staging (ASE) or STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) based on the Technical Architecture Document

ii. Configure the application and toolsets and install AMP Components to support production like operations in Alternate Staging (ASE), and set up test data and IDs required to support County's acceptance testing

iii. During Your performance of UAT testing, Oracle will provide up to eighty (80) hours over two (2) consecutive business weeks to assist You with the following:

- Document issues and issue resolutions identified during UAT
- Address any defects in functionality or configuration according to mutually agreed standards defined in Your User Acceptance Test Plan
- Provide guidance and mentoring while County develops test cases, test code, and test data according to County provided test scenarios

d. Performance Testing

Oracle will provide up to fifty one (51) Person Days of performance testing, analysis, and tuning services ("Performance Testing") as defined in the Performance Test plan consisting of the following:.

i. Oracle will perform up to two (2) Performance Testing iterations where each iteration is defined as the execution of up to ten (10) of the same end to end load test scripts.

ii. Oracle will document all Performance Testing results in the Test Results document and will work with You to prioritize troubleshooting efforts.

iii. During active performance testing, Oracle will schedule daily meetings, as needed, to discuss with Your staff:

- Review performance test results
- Provide test results analysis
- Provide corrective action(s) to resolve performance issues
- Provide results of remediation efforts

iv. Perform performance tuning activities to remediate performance-related issues identified during Performance Testing.

v. Conduct up to two (2) workshops each of up to four (4) hours in length to provide Your staff guidance regarding on-going monitoring and tuning strategies.

e. Production Migration

During Your performance of production migration, Oracle will provide up to fifteen (15) Person Days over two (2) business weeks to assist You with the following activities during production migration (such assistance hereinafter referred to as the "**Production Migration Support**"):

i. Execute cutover strategy as described in the Cutover Strategy document to migrate historical production data to the production environment.

ii. Demonstrate the validated system components in the production environment after performing historical data load to You

iii. Document ***Production Migration Summary***

iv. Complete ***Production Cutover Plan***

v. Complete Production Go-live Checklist

vi. Complete Production Cutover Acceptance Certificate

f. Documentation and Review

Oracle will create the following document (such document is defined in Section 3 Deliverables below) and review such document with You.

i. External Release A Transition Phase Summary Report that includes ***User Reference Manual, User Guide, SIT Results, Performance Test Results Document, Production Cutover Plan and Production Migration Summary***

4. External Release A Production Phase

a. Production Support

During Your performance of production activities, Oracle will provide the following production support after Production Go-Live Checklist activities are completed. Provide up to one hundred (100) Person Days over four (4) consecutive business weeks of functional and operational support (the "**post-production support period**") related to the functionality described in Section 1. above by:

- Assessing the status of the production deployment,
- Reviewing issues and tracking the progress on resolutions
- Defining corrective actions to You and to the extent reasonably permitted within the operational support period, Oracle will document applicable changes, and define any corrective actions to You

b. Release Closure

i. Oracle will prepare a Release Closure and Checklist document ("**Engagement Summary Report**"), a document that summarizes the project release achievements and performance and includes the findings, and outcomes for the services provided under this Statement of Work; and

ii. Conduct one (1) workshop which is up to two (2) hours in length which reviews the Engagement Summary Report document with Your project team.

c. Documentation and Review

Oracle will create the following document (such document is defined in Section 3 Deliverables below) and review such document with You:

i. ***External Release A Production Phase Summary Report*** that summarizes the post production activities

2D. Release B

The scope for Release B includes Security Framework Refactoring (Component C) and Components 6, 7, 8, 10 and 11.

1. Security Framework Refactoring

Oracle will provide the following services as described in the section below, to support LACA's Phase 2 security framework requirements:

i. Provide capacity sizing, installation, provisioning, configuration, and maintenance for New Phase 2 Environments and Resizing Recommendation for existing Phase 1 environments

ii. Build and update enterprise identity repository

iii. Document and update user security profiles (Roles and Authorizations)
iv. Implement and update user groups, user roles and authorizations
v. Populate new and updated user roles and authorizations

a. Phase 2 Release B Security Framework Refactoring Inception Phase - Oracle shall:

i. Requirements Analysis - Security

- Conduct up to ten (10), two (2) hour workshops at dates mutually agreed to in the PWP, for up to ten (10) of Your staff for each workshop to review Your requirements related to the following focus areas:
  a) Enterprise roles extension in OIM for internal users
  b) Tiered customer account management for external users
  c) Access management based on user tier
  d) Updated enterprise Identity repositories leveraging additional or alternate directory servers for user authentication and authorization
  e) User security profiles (roles and authorization)
  f) Security framework scalability to other counties
- Perform Infrastructure capacity planning and hardware sizing for all Oracle Security software listed in Sections 1 & 5 for all AMP new and existing environments
- Review Your existing enterprise architecture and related security components and provide re-factoring parameters based on new functional and non-functional requirements. This will be updated in the Technical Architecture Document (TAD)
- Document user identity and access management requirements in the Security Requirements Specification document
- Analyze and document any changes, if required to existing security framework in the Technical Architecture Document
- Prioritize identity security requirements using the OUM MoSCoW List template (RD.045)
- Conduct two (2), two (2) hour workshop at dates mutually agreed to in the PWP for up to five (5) of Your staff to present and validate the ***Security Requirements Specification document***

ii. Documentation and Review - Security

- Create the following document (as each such document is defined in Section 3 Deliverables below) and review each document with You:
- Security Framework Refactoring Inception Phase Summary report that includes the ***Security Requirements Specification document***

b. Phase 2 Release B Security Framework Refactoring Elaboration Phase - Oracle shall:

i. Analysis and Design - Security:

- Design and document the identity and access management components covering the following areas in the ***Security Technical Design Specification document***
  a) Enterprise role based delegated administration for internal users in OIM
  b) External user account management via self-service
  c) Assessor AD Domain user account management
  d) Tiered external user account management in OIM
  e) Access management based on user tiers

f) Federated single sign on with external applications
g) Integration with non-Assessor LDAP systems
h) User directory structure in OID, OVD
i) Web Services security and identity propagation
j) Database security
k) Ability to scale existing security framework to other counties
l) WebCenter Portal security customization for AMP Portal tier management

ii. Document ***Security Test Plan and Security Test Cases*** Documentation and Review - Security:

Create the following document (such document is defined in Section 3 Deliverables below) and review such document with You:

- Security Framework Refactoring Elaboration Phase Design Summary Report that includes the ***Security Technical Design Specification document and Security Test Plan and Test Cases***

c. Phase 2 Release B Security Framework Refactoring Construction Phase - Oracle shall:

i. Configure and/or Build - Security:
- Configure or build and unit test Security functionality listed in Scope Section 1 , using the specifications in the Design Specification document as a guide
- Document in the System Build Specifications document, the installation and configuration instructions, and scripts for the functionality specified in the Design Specification document

ii. Configure Your WebCenter Portal with Your existing custom security tier management modules
- Configure or build and unit test WCP to access existing SOA Web Service integrating with up to four (4) existing SOA Web services (integrating LDAP, OIM and Your custom existing data sources)

iii. Review:
- Conduct the following workshops:
  a) Up to two (2) workshops, each of which is up to four (4) hours in length, for up to eight (8) super users each, and focused on end user functionality
  b) Two (2) workshops, each of which is up to four (4) hours in length, for up to eight (8) super users each, and focused on end user administration functionality
  c) Two (2) workshops, each of which is up to four (4) hours in length, for up to eight (8) information technologies (“IT”) or operations staff members each, and focused on systems administration functionality
- Revise functionality based on variances identified between the Requirements Specification and the Technical Design Specification document, as applicable.
  a) Demonstrate the unit-tested system components after incorporation of revisions

iv. Documentation and Review:

Create the following document (such document is defined in Section 3 (Deliverables) below) and review such document with You:

- ***Security Framework Refactoring Construction Phase Summary report*** for source code created during the Construction Phase

d. Phase 2 Release B Security Framework Refactoring Test Phase - Oracle shall:

i. Testing – Security

- Perform testing using the Test Plan and the Test Scenarios as a guide
- Revise Release Set functionality for that which does not pass testing and re-test revisions, as applicable
- Update the Release Set with any revisions; and
- Demonstrate the tested system components after incorporation of revisions to You, and record all observations and comments made during the demonstration in a document ("**System Test Results**")

ii. Documentation and Review

- Create the following document (as each such document is defined in Section 3 Deliverables below) and review each document with You:
  a) Security Framework Refactoring Test Phase Summary Report that includes ***System Test Results.***
- Manage any source code and executable objects created during this Testing Phase:
  a) Create a set of functionality consisting of all tested functionality (the "**Release Set**")
  b) Define and formalize the Release Set from which future changes are measured (the "**Baseline Release Set**")

2. Business Functional Components

a. Oracle will provide the following scope of Services related to Phase 2 Release B of Your Assessor Modernization Project (AMP) in six (6) Internal Releases:

i. Internal Release 1 ("**IR B-1**")
ii. Internal Release 2 ("**IR B-2**")
iii. Internal Release 3 ("**IR B-3**")
iv. Internal Release 4 ("**IR B-4**")
v. Internal Release 5 ("**IR B-5**")
vi. Internal Release 6 ("**IR B-6**")

Component / Modules	**Internal Release IR B-1, IR B-2, IR B-3, IR B-4, IR B-5 and IR B-6 Phases**	**Internal Release (IR B-1, IR B-2, IR B-3, IR B-4, IR B-5 and IR B-6) Key Tasks**
6.1, 6.4, 6.5, 6.7 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2 11.1, 11.7	Inception Requirements	Conduct Requirements Workshops, Prioritize Requirements, and Develop Use Cases & Business Rules. Create ***MoSCoW list*** for Components 6,7,8,10 and 11. Create ***Requirements Specification*** for Components 6.1, 6.4, 6.5, 6.7 7.1, 7.2, 7.3, 7.4, 7.5, 7.6

		8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2, 11.1, 11.7
	Elaboration Design	Analyze Requirements and Use Cases, Design Software Components. Create ***Technical Design and Design Specifications*** for Components 6.1, 6.4, 6.5, 6.7, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2, 11.1, 11.7 Create ***Test Cases*** for Components 6.1, 6.4, 6.5, 6.7, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2, 11.1, 11.7
	Construction	Develop Unit Test Plan, Implement Software Components. Create a ***Construction summary report*** that outlines software components created for Components 6.1, 6.4, 6.5, 6.7 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2 11.1, 11.7
	Test	Execute Unit Test, Create Integration Test Plan, Execute Integration Test Plan, Create System Test Plan, Execute System Test. Document ***System Test Results*** for Components 6.1, 6.4, 6.5, 6.7, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 10.1, 10.2, 11.1, 11.7

The following limits apply to workshops required to implement the above components.

Component	Internal Release IR B-1, IR B-2, IR B-3, IR B-4, IR B-5 and IR B-6 Phases	Pillar	Workshop Limit
6.1, 6,4, 6.5, 6.7	Inception	DB	Five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.
		All	Conduct five (5) four (4) hour workshop at dates mutually agreed to in the PWP for up to ten (10) of Your staff to define, present, and validate the Requirements
		OPA	Conduct up to eight (8) requirements workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of identifying OPA use cases for Component 6 and verifying Your business rule requirements for each use case.
	Elaboration	OPA	Conduct up to five (5) design workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of clarifying the business rule and data requirements for each OPA use case for Component 6

Component	Internal Release IR B-1, IR B-2, IR B-3, IR B-4, IR B-5 and IR B-6 Phases	Pillar	Workshop Limit
7.1, 7.2, 7.3, 7.4, 7.5, 7.6	Inception	OPA	Conduct up to twelve (12) requirements workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of identifying OPA use cases for Component 7 and verifying Your business rule requirements for each use case.
		DB	Conduct five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.
		All	Conduct five (5) workshops, each of which will be up to four (4) hours in length at dates mutually agreed to in the PWP for up to ten (10) of Your staff to define, present, and validate the Requirements specifications.
	Elaboration	OPA	Conduct up to eight (8) design workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of clarifying the business rule and data requirements for each OPA use case for Component 7
8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7	Inception	OPA	Conduct up to seven (7) requirements workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of identifying OPA use cases for Component 8 and verifying Your business rule requirements for each use case.
		DB	Conduct five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.
		All	Conduct five (5) workshops, each of which will be up to four (4) hours in length at dates mutually agreed to in the PWP for up to ten (10) of Your staff to define, present, and validate the Requirements Specification.
	Elaboration	OPA	Conduct up to four(4) design workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of clarifying the business rule and data requirements for each OPA use case for Component 8
10.1, 10.2	Inception	DB	Conduct five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.

Component	Internal Release IR B-1, IR B-2, IR B-3, IR B-4, IR B-5 and IR B-6 Phases	Pillar	Workshop Limit
		All	Conduct five (5) workshops, each of which will be up to four (4) hours in length at dates mutually agreed to in the PWP for up to ten (10) of Your staff to define, present, and validate the Requirements Specification.
11.1	Inception	DB	Conduct five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.
		All	Conduct five (5) workshops, each of which will be up to four (4) hours in length at dates mutually agreed to in the PWP for up to ten (10) of Your staff to define, present, and validate the Requirements Specification
11.7	Inception	OPA	Conduct up to eleven (11) requirements workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of identifying OPA use cases for Component 11 and verifying Your business rule requirements for each use case.
		DB	Five (5) workshops, each of which will be up to two (2) hours in length for up to (10) participants, for the purpose of defining the Oracle database data model environment and PL/SQL package creation requirements.
		All	Conduct five (5) workshops, each of which will be up to two (2) hours in length at dates mutually agreed to in the PWP for up to ten (10) of Your staff to present, and validate the Requirements Specification
	Elaboration	OPA	Conduct up to seven (7) design workshops, each up to two (2) hours in length, for up to ten (10) participants each, for the purpose of clarifying the business rule and data requirements for each OPA use case for Component 11.

b. Documentation and Review

Oracle will create the following document (such document is defined in Section 3 Deliverables below) and review each document with You. Please note: what components get built in what Internal release may change based on detailed planning in the Phase 2 project inception phase:

IR B-1 Inception Requirements Phase Summary Report that includes ***MoSCoW list*** for Components 6,7,8,10 and 11 and ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6
IR B-1 Elaboration Design Phase Summary Report that includes ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6
IR B-1 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-1
IR B-1 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3,

7.4, 7.5, 7.6 for Internal Release B-1
IR B-2 Inception Requirements Phase Summary Report that includes updated ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6
IR B-2 Elaboration Design Phase Summary Report that includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6
IR B-2 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2
IR B-2 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2
IR B-3 Inception Requirements Phase Summary Report that includes ***Requirements Specification*** for Components 11.1, 11.7
IR B-3 Elaboration Design Phase Summary Report that includes ***Technical Design and Design Specifications, Test Cases*** for Components 11.1, 11.7
IR B-3 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 11.1, 11.7
IR B-3 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7
IR B-4 Inception Requirements Phase Summary Report ***Requirements Specification*** for Components 6.1, 6.4, 6.5, 6.7
IR B-4 Elaboration Design Phase Summary Report ***Technical Design and Design Specifications, Test Cases*** for Components 6.1, 6.4, 6.5, 6.7
IR B-4 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 6.1, 6.4, 6.5, 6.7 and any backlog from IR B-2
IR B-4 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7
IR B-5 Inception Requirements Phase Summary Report ***Requirements Specification*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7
IR B-5 Elaboration Design Phase Summary Report ***Technical Design and Design Specifications, Test Cases*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7
IR B-5 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 and any backlog from IR B-3
IR B-5 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7
IR B-6 Inception Requirements Phase Summary Report ***Requirements Specification*** for Components 10.1, 10.2
IR B-6 Elaboration Design Phase Summary Report ***Technical Design and Design Specifications, Test Cases*** for Components 10.1, 10.2
IR B-6 Construction Build Phase Summary Report that includes ***Construction summary report*** for Components 10.1, 10.2
IR B-6 Test Phase Summary Report that includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1, 10.2

3. Phase 2 External Release B ("ER-B") Transition Phase - Oracle shall:

a. <u>System User Documentation</u>

Provide up to twenty (20) Person Days to create a ***User Reference Manual*** and ***User Guide*** (such document is defined in section 3 Deliverables below)

b. <u>System Integration Testing (SIT)</u>

i. Establish the SIT environment in Alternate Staging (ASE) or STAGE (but only if Option 1 Oracle Public Cloud – IaaS services are purchased by You under this SOW) based on the Technical Architecture document

ii. Configure the application and toolsets and install AMP Components

iii. Conduct System Integration Test jointly with Assessor Testers over (2) consecutive business weeks.

iv. Address any Sev 1 or Sev 2 defects in functionality or configuration.
v. Record System Integration test results in the ***SIT Results document***.

c. UAT Testing
   i. Establish the UAT environment in Alternate Staging (ASE) or STAGE (but only if Option 1 Oracle Public Cloud – IaaS services are purchased by You under this SOW) based on the Technical Architecture Document
   ii. Configure the application and toolsets and install AMP Components to support production like operations in Alternate Staging (ASE), and set up test data and IDs required to support County's acceptance testing
   iii. During Your performance of UAT testing, Oracle will provide up to eighty (80) hours over two (2) consecutive business weeks to assist You with the following:
      - Document issues and issue resolutions identified during UAT
      - Address any defects in functionality or configuration according to standards defined in Your User Acceptance Test Plan
      - Provide guidance and mentoring while Assessor develops test cases, test code, and test data according to Assessor provided test scenarios
      - User test results will be recorded in a ***UAT Results*** document

d. Performance Testing
   i. Oracle will provide up to hundred (100) Person Days of performance testing, analysis, and tuning services ("Performance Testing") as defined in the Performance Test plan
   ii. Oracle will perform up to three (3) Performance Testing iterations where each iteration is defined as the execution of up to ten (10) of the same load test scripts
   iii. Oracle will document all Performance Testing results in the Performance Test Results document and will work with You to prioritize troubleshooting efforts
   iv. During active performance testing, Oracle will schedule daily meetings, as needed, to discuss with Your staff:
      - Review performance test results
      - Provide test results analysis
      - Provide corrective action(s) to resolve performance issues
      - Provide results of remediation efforts
   v. Oracle will perform performance tuning activities to remediate performance-related issues identified during Performance Testing
   vi. Oracle will conduct two (2) workshops each of up to four (4) hours in length to provide Your staff guidance regarding on-going monitoring and tuning strategies

e. Production Migration
   i. During Your performance of production migration, Oracle will provide up to fifteen (15) Person Days over two (2) business weeks to assist You with the following activities during production migration (such assistance hereinafter referred to as the "**Production Migration Support**"):
      - Execute cutover strategy as described in the Cutover Strategy document to migrate historical production data to the production environment
      - Demonstrate to You the validated system components in the production environment after performing historical data, and record observations and comments made during the demonstration in a document ("**Validated System Components Review Results**")
      - Document ***Production Migration Summary***
      - Complete ***Production Cutover Plan***

- Complete Production Go-live Checklist
- Complete Production Cutover Acceptance Certificate

f. Documentation and Review

Oracle will create the following documents (as each such document is defined in Section 3 Deliverables below) and review each document with You:

1.External Release B Transition Summary (***User Reference Manual, User Guide***)
2.External Release B Transition Summary (***SIT Results***)
3.External Release B Transition Summary (***UAT Results***)
4.External Release B Transition Summary (***Performance Test Results***)
5.External Release B Transition Summary (***Cut Over Plan***)
6.External Release B Transition Summary (***Production Migration Summary***)

4. Phase 2 External Release B Production Phase

a. Production Support

During Your performance of production activities, Oracle will provide the following production support after Production Go-Live Checklist activities are completed:

i. Provide up to one hundred forty (140) Person Days over four (4) consecutive business weeks of operational support (the "**operational support period**") related to the functionality described in Section 1. above by:
   - Assessing the status of the production deployment
   - Reviewing issues and tracking the progress on resolutions
   - Providing corrective actions to You and. to the extent reasonably permitted within the operational support period, Oracle will document applicable changes, and any corrective actions to You

b. Release Closure

i. Oracle will prepare a Release Closure and Checklist document ("**Engagement Summary**") that summarizes the project release achievements and performance and includes the findings, and outcomes for the services provided under this Statement of Work

ii. Conduct one (1) workshop which is up to two (2) hours in length which reviews the Engagement Summary with Your project team

c. Documentation and Review

Oracle will create the following document (such document is defined in Section 3 Deliverables below) and review such document with You:

i. External Release B Production Phase Summary Report that includes the ***Project Closure Document***

3. Deliverables

Services performed by Oracle under this Fixed Price exhibit shall be for the purpose of providing the following deliverables:

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
1*	Phase 2 Inception	Phase 2 Project Kickoff Presentation	***Phase 2 Project Kickoff Presentation*** summarizes the goals and proposed project execution for Phase 2 AMP as a result of the Phase 2 Inception phase activities performed in Section 2.2A.1.
2	Phase 2 Inception	Phase 2 Inception Phase Summary Report	Phase 2 Inception Phase Summary Report that consolidates the ***Project Management Plan (PMP), PWP, Configuration and Technology Change Management Plan (CTCMP) and Branching and Release Management Plan (BRMP)*** as a result of the Phase 2 Inception phase activities performed in Section 2.2A.2.
3*	Phase 2 Elaboration	Phase 2 Elaboration Phase Summary Report	This report will consolidate and organize the following documents: 1. ***Technical Architecture Document (TAD), 2. Assessor Modernization System and Data Architecture, Implementation Roadmap, and Governance Plan, 3. Assessor as a Service Assessment document*** as a result of the Phase 2 Elaboration phase activities performed in Section 2.2B.1.
4*	Phase 2 Release A Inception	Phase 2 Release A Inception Phase Summary Report	Phase 2 Release A Inception Phase Summary Report includes ***OKV Assessment Report*** as a result of the Phase 2 Release A Inception phase activities performed in Section 2.2C.1.a.
5	Phase 2 Release A Construction	Phase 2 Release A Construction Phase Summary Report	Phase 2 Release A Construction Phase Summary Report includes the ***Installation Status Report*** as a result of the Phase 2 Release A Construction phase activities performed in Section 2.2C.1.c.
6	Phase 2 Release A Test	Phase 2 Release A Test Phase Summary Report	Phase 2 Release A Test Phase Summary Report includes the ***Upgrade Remediation Report*** as a result of the Phase 2 Release A Test phase activities performed in Section 2.2C.1.d.
7*	Phase 2 Release A Internal Release 1 Inception	IR A-1 Inception Requirements Phase Summary Report	IR A-1 Inception Requirements Phase Summary Report includes ***MoSCoW list*** and ***Requirements Specification*** for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 1 Inception phase activities performed in Section 2.2C.2.a.
8*	Phase 2 Release A Internal Release 1 Elaboration	IR A-1 Elaboration Design Phase Summary Report	IR A-1 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 1 Elaboration phase activities performed in Section 2.2C.2.a.
9	Phase 2 Release A Internal Release 1 Construction	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)) that includes the ***Construction summary report*** for Internal Release A-1 for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 1 Construction phase activities performed in Section 2.2C.2.a.
10*	Phase 2 Release A Internal Release 1 Test	IR A-1 Test Phase Summary Report (C9.6, 9.7)	IR A-1 Test Phase Summary Report includes the ***System Test Results*** for Internal Release A-1 for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 1 Test phase activities performed in Section 2.2C.2.a.

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
11*	Phase 2 Release A Internal Release 2 Inception	IR A-2 Inception Phase Requirements Summary Report (C9.6, 9.7)	IR A-2 Inception Phase Requirements Summary Report includes updated ***Requirements Specification*** for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 2 Inception phase activities performed in Section 2.2C.2.a.
12*	Phase 2 Release A Internal Release 2 Elaboration	IR A-2 Elaboration Design Phase Summary Report (C9.6, 9.7)	IR A-2 Elaboration Design Phase Summary Report includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 2 Elaboration phase activities performed in Section 2.2C.2.a.
13*	Phase 2 Release A Internal Release 2 Construction	IR A-2 Construction Phase Summary Report (C9.6, 9.7)	IR A-2 Construction Phase Summary Report includes the ***Construction summary report*** for Internal Release A-2 for Components 9.6, 9.7 as a result of the Phase 2 Inception phase activities performed in Section 2.2C.2.a.
14*	Phase 2 Release A Internal Release 2 Test	IR A-2 Test Phase Summary Report (C9.6, 9.7)	IR A-2 Test Phase Summary Report that includes the ***System Test Results*** for Internal Release A-2 for Components 9.6, 9.7 as a result of the Phase 2 Release A Internal Release 2 Construction phase activities performed in Section 2.2C.2.a.
15	Phase 2 External Release A Transition	External Release A Transition Phase Summary Report (SIT)	The Report covers ***User Reference Manual, User Guide*** and ***SIT results*** of External Release A as a result of the Phase 2 External Release A Transition phase activities performed in Section 2.2C.3.
16*	Phase 2 External Release A Transition	External Release A Transition Phase Summary Report (UAT)	The Report covers ***Performance Testing Results, Cut over plan*** and ***Production Migration Summary*** for External Release A as a result of the Phase 2 External Release A Transition phase activities performed in Section 2.2C.3.
17	Phase 2 External Release A Production	External Release A Production Phase Summary Report (IR A-1, IR A-2)	***The External Release A Production Phase Summary Report*** covers Post -Production activities for External Release A as a result of the Phase 2 External Release A Production phase activities performed in Section 2.2C.4.
18*	Phase 2 Release B Security Framework Refactoring Inception	Security Framework Refactoring Inception Phase Summary Report	Security Framework Refactoring Inception Phase Summary report includes the ***Security Requirements Specification document*** as a result of the Phase 2 Release B Security Framework Refactoring Inception phase activities performed in Section 2.2D.1.a.
19*	Phase 2 Release B Security Framework Refactoring Elaboration	Security Framework Refactoring Elaboration Phase Summary Report	Security Framework Refactoring Elaboration Phase Design Summary Report that includes the ***Security Technical Design Specification document and Security Test Plan and Test Cases*** as a result of the Phase 2 Release B Security Framework Refactoring Elaboration phase activities performed in Section 2.2D.1.b.
20*	Phase 2 Release B Security Framework Refactoring Construction	Security Framework Refactoring Construction Phase Summary Report	***Security Framework Refactoring Construction Phase Summary report*** outlines software components created during the Construction Phase as a result of the Phase 2 Release B Security Framework Refactoring Construction phase activities performed in Section 2.2D.1.c.
21*	Phase 2 Release B Security Framework Refactoring Test	Security Framework Refactoring Test Phase Summary Report	Security Framework Refactoring Test Phase Summary Report includes ***System Test Results.*** as a result of the Phase 2 Release B Security Framework Refactoring Test phase activities performed in Section 2.2D.1.d.
22*	Phase 2 Release B Internal Release 1 Inception	IR B-1 Inception Requirements Phase Summary Report	IR B-1 Inception Requirements Phase Summary Report includes ***MoSCoW list*** for Components 6,7,8,10 and 11 and ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 as a result of the Phase 2 Release B Internal Release 1 Inception phase activities performed in Section

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
			2.2D.2.a.
23*	Phase 2 Release B Internal Release 1 Elaboration	IR B-1 Elaboration Design Phase Summary Report	IR B-1 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 as a result of the Phase 2 Release B Internal Release 1 Elaboration phase activities performed in Section 2.2D.2.a.
24*	Phase 2 Release B Internal Release 1 Construction	IR B-1 Construction Build Phase Summary Report	IR B-1 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-1 as a result of the Phase 2 Release B Internal Release 1 Construction phase activities performed in Section 2.2D.2.a.
25*	Phase 2 Release B Internal Release 1 Test	IR B-1 Test Phase Summary Report	IR B-1 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-1 as a result of the Phase 2 Release B Internal Release 1 Test phase activities performed in Section 2.2D.2.a.
26*	Phase 2 Release B Internal Release 2 Inception	IR B-2 Inception Requirements Phase Summary Report	IR B-2 Inception Requirements Phase Summary Report includes updated ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 as a result of the Phase 2 Release B Internal Release 2 Inception phase activities performed in Section 2.2D.2.a.
27*	Phase 2 Release B Internal Release 2 Elaboration	IR B-2 Elaboration Design Phase Summary Report	IR B-2 Elaboration Design Phase Summary Report includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 as a result of the Phase 2 Release B Internal Release 2 Elaboration phase activities performed in Section 2.2D.2.a.
28*	Phase 2 Release B Internal Release 2 Construction	IR B-2 Construction Build Phase Summary Report	IR B-2 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2 as a result of the Phase 2 Release B Internal Release 2 Construction phase activities performed in Section 2.2D.2.a.
29*	Phase 2 Release B Internal Release 2 Test	IR B-2 Construction Test Phase Summary Report	IR B-1 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2 as a result of the Phase 2 Release B Internal Release 2 Test phase activities performed in Section 2.2D.2.a.
30*	Phase 2 Release B Internal Release 3 Inception	IR B-3 Inception Requirements Phase Summary Report	IR B-3 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 11.1, 11.7 as a result of the Phase 2 Release B Internal Release 3 Inception phase activities performed in Section 2.2D.2.a.
31*	Phase 2 Release B Internal Release 3 Elaboration	IR B-3 Elaboration Design Phase Summary Report	IR B-3 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 11.1, 11.7 as a result of the Phase 2 Release B Internal Release 3 Elaboration phase activities performed in Section 2.2D.2.a.
32*	Phase 2 Release B Internal Release 3 Construction	IR B-3 Construction Build Phase Summary Report	IR B-3 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 11.1, 11.7 as a result of the Phase 2 Release B Internal Release 3 Construction phase activities performed in Section 2.2D.2.a.
33*	Phase 2 Release B Internal Release 3 Test	IR B-3 Test Phase Summary Report	IR B-3 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7 as a result of the Phase 2 Release B Internal Release 3 Test phase activities performed in Section 2.2D.2.a.

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
34*	Phase 2 Release B Internal Release 4 Inception	IR B-4 Inception Requirements Phase Summary Report	IR B-4 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 6.1, 6.4, 6.5, 6.7 as a result of the Phase 2 Release B Internal Release 4 Inception phase activities performed in Section 2.2D.2.a.
35*	Phase 2 Release B Internal Release 4 Elaboration	IR B-4 Elaboration Design Phase Summary Report	IR B-4 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 6.1, 6.4, 6.5, 6.7 as a result of the Phase 2 Release B Internal Release 4 Elaboration phase activities performed in Section 2.2D.2.a.
36*	Phase 2 Release B Internal Release 4 Construction	IR B-4 Construction Build Phase Summary Report	IR B-4 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 6.1, 6.4, 6.5, 6.7 and any backlog from IR B-2 as a result of the Phase 2 Release B Internal Release 4 Construction phase activities performed in Section 2.2D.2.a.
37*	Phase 2 Release B Internal Release 4 Test	IR B-4 Test Phase Summary Report	IR B-4 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7 as a result of the Phase 2 Release B Internal Release 4 Test phase activities performed in Section 2.2D.2.a.
38*	Phase 2 Release B Internal Release 5 Inception	IR B-5 Inception Requirements Phase Summary Report	IR B-5 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 as a result of the Phase 2 Release B Internal Release 5 Inception phase activities performed in Section 2.2D.2.a.
39*	Phase 2 Release B Internal Release 5 Elaboration	IR B-5 Elaboration Design Phase Summary Report	IR B-5 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 as a result of the Phase 2 Release B Internal Release 5 Elaboration phase activities performed in Section 2.2D.2.a.
40*	Phase 2 Release B Internal Release 5 Construction	IR B-5 Construction Build Phase Summary Report	IR B-5 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 and any backlog from IR B-3 as a result of the Phase 2 Release B Internal Release 5 Construction phase activities performed in Section 2.2D.2.a.
41*	Phase 2 Release B Internal Release 5 Test	IR B-5 Test Phase Summary Report	IR B-5 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 as a result of the Phase 2 Release B Internal Release 5 Test phase activities performed in Section 2.2D.2.a.
42*	Phase 2 Release B Internal Release 6 Inception	IR B-6 Inception Requirements Phase Summary Report	IR B-6 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 10.1, 10.2 as a result of the Phase 2 Release B Internal Release 6 Inception phase activities performed in Section 2.2D.2.a.
43*	Phase 2 Release B Internal Release 6 Elaboration	IR B-6 Elaboration Design Phase Summary Report	IR B-6 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 10.1, 10.2 as a result of the Phase 2 Release B Internal Release 6 Elaboration phase activities performed in Section 2.2D.2.a.
44*	Phase 2 Release B Internal Release 6 Construction	IR B-6 Construction Build Phase Summary Report	IR B-6 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 10.1, 10.2 as a result of the Phase 2 Release B Internal Release 6 Construction phase activities performed in Section 2.2D.2.a.

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
45*	Phase 2 Release B Internal Release 6 Test	IR B-6 Test Phase Summary Report	IR B-6 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1, 10.2 as a result of the Phase 2 Release B Internal Release 6 Test phase activities performed in Section 2.2D.2.a.
46	Phase 2 External Release B Transition	External Release B Transition Summary (System User Manual)	The Transition Phase Summary Report includes ***User Reference Manual, User Guide*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.a.
47*	Phase 2 External Release B Transition	External Release B Transition Summary (SIT Results)	The Transition Phase Summary Report covers ***SIT results*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.b.
48*	Phase 2 External Release B Transition	External Release B Transition Summary (UAT Results)	The Transition Phase Summary Report covers ***UAT results*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.c.
49*	Phase 2 External Release B Transition	External Release B Transition Summary (Performance Test Results)	The Transition Phase Summary Report covers ***Performance Test results*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.d.
50	Phase 2 External Release B Transition	External Release B Transition Summary (Cut Over Plan)	The Transition Phase Summary Report covers ***Cut Over Plan*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.e.
51	Phase 2 External Release B Transition	External Release B Transition Summary (Production Migration Summary)	The Transition Phase Summary Report covers ***Production Migration summary*** for Release B as a result of the Phase 2 External Release B Transition phase activities performed in Section 2.2D.3.e.
52	Phase 2 External Release B Production	External Release B Production Phase Summary Report (IRB-1, IRB-2, IRB-3, IRB-4, IRB-5, IRB-6)	***External Release B Production Phase Summary Report*** summarizes the post production activities as a result of the Phase 2 External Release B Production phase activities performed in Section 2.2D.4.a.
53*	Phase 2 External Release B Production	Project Closure Document	***The Project Closure Document*** covers the engagement summary and formal close out of Phase 2 project. (Component 7, Component 11, Component 8, Component 10, Component 6) as a result of the Phase 2 External Release B Production phase activities performed in Section 2.2D.4.b.

(*) Denotes those deliverables currently identified to be on the critical path, subject to change upon completion of the baselined Workplan, based on mutual agreement between Assessor and Oracle.

4. Assumptions and Your Obligations

County of Los Angeles Office of the Assessor Responsibilities and Assumptions

You acknowledge that Your timely provision of, and reasonable access to, office accommodations, facilities, equipment, assistance, cooperation, complete and materially accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "**cooperation**") are essential to the performance of any services as set forth in this Statement of Work.

Oracle will not be responsible for any deficiency in performing services to the extent such deficiency results from Your failure to provide reasonable cooperation; provided however, that Oracle acknowledges its duty to endeavor reasonably to mitigate the effects of any such failures so as to avoid deficiencies You acknowledge that Oracle's ability to perform the services depends upon Your reasonable fulfillment of the following responsibilities and the following project assumptions:

Your Responsibilities

1. General Responsibilities
    a. Maintain the properly configured hardware / operating system platform to support the services.
    b. Obtain licenses, under separate contract, for any necessary Oracle software and hardware programs before the commencement of services.
    c. Maintain annual technical support for the Oracle software and hardware, under separate contract, throughout the term of the services.
    d. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
    e. Provide, for all Oracle resources performing services at Your site, a workspace that complies with applicable state and federal standards.
    f. Provide any notices, and obtain any consents, required for Oracle to perform on-site services.
    g. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
    h. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
    i. If, while performing services, Oracle requires access to other vendor's products that are part of Your system, You will be responsible at Your expense for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
    j. Provide Oracle with a written notice of any desired change in the established work schedule at least 48 hours prior to the date You desire such change to be implemented.
    k. Provide Oracle with a written notice of any desired change in the established work location at least 48 hours prior to the date You desire such location change to be implemented.
    l. Provide Oracle access to data structures, documentation, applications, databases, and artifacts as required by Oracle to support the performance of services.

m. You are responsible for acquiring and maintaining any equipment, and performing any labor and / or activities necessary to set-up and maintain network connectivity at and to Your Oracle software environment.

n. You will provide and maintain user accounts for, and access to, a VPN for the Oracle team members, including but not limited to, Oracle's onsite and remote resources for Oracle team member support of Your project. VPN access will be granted to Oracle resources based on mutual agreement.

o. You will provide 24 hour remote VPN access to all environments associated with the services, with no outage longer than 12 hours during business hours.

p. Be responsible for any needed data cleansing activities.

2. Project Responsibilities

a. Identify, schedule, and facilitate the necessary requirements gathering, analysis, design, and implementation planning sessions with Your business user representatives and project team members, all according to the project schedule.

b. Ensure that the services will not be adversely impacted by other projects or initiatives currently underway at Your facilities. Oracle is not responsible for adverse impact to the services arising from other concurrently scheduled projects or initiatives.

c. Be responsible for any and all deficiencies or delays attributable to Your resources and / or Your third party resources, and any resulting impact to the estimated timeline, work effort, and associated fees for services.

d. Provide the necessary and appropriate data (e.g., test data, configuration data, etc.) required by Oracle to support the performance of services.

e. Information concerning Your on-premise hardware and network will be provided by You for inclusion in the Final Platform and Network Architecture deliverable.

f. Ensure that all Customer Tasks (specified in the table below) are completed prior to the corresponding Target Date or Project Milestone (as specified in the table below). You acknowledge and agree that (i) the below Customer Tasks are necessary prerequisites to Oracle's performance of the corresponding dependent Oracle tasks, and (ii) that any impact to the services arising from Your failure to perform any Customer Task below is subject to the Change Order Process as outlined below.

No.	Target Date or Project Milestone	Customer Tasks
1	Prior to the commencement of services	Ensure that the Oracle software products owned by You and listed in this Statement of Work adhere to the Oracle certification matrices, which can be found on metalink.oracle.com, and provide verification to the Oracle project manager.
2	Prior to the commencement of services	Ensure that all necessary backup and recovery procedures are established and functional for all project environments.
3	Prior to the completion of the Inception Phase	Install, configure, maintain, and manage any and all 3rd party software products required for the performance of services.
4	Prior to the completion of the Inception Phase	Ensure that Your networks, including local area networks ("LANs"), wide area networks ("WANs"), and communication hardware / software including firewalls, routers, and load balancers, required for the performance of services will support Your desired performance response(s).
5	Prior to the completion of the Test Phase	Complete UAT test cases

3. Design and Implementation Responsibilities
   a. Understand the architecture and implementation approach and participate in all aspects of the project.

4. Infrastructure Responsibilities for On Premise environments
   a. Procure, install, setup/configure, and validate all hardware including, but not limited to, storage and servers, network infrastructure and operating system platforms required to support the performance of services.
   b. Be responsible for installing patches or upgrading environment to meet minimum standards.
   c. Be responsible for the legacy touch-points portion of any interface, e.g., the actual extract from and/or feed into the legacy applications.
   d. Database and servers planning, architecting, installation, management and support will be performed by You in all legacy environments.
   e. Provide the following environments:

Table of Environments

No.	Environment Name	Type	Support Required
1	Alt DEV	New	Yes
2	Alt TEST	New	Yes
3	Alt Stage	New	Yes
4	Patch-Test	New	Yes
5	Dev	Existing	Yes
6	Test	Existing	Yes
7	Training (TRAIN)	Existing	Yes
8	Staging (STAGE)	Existing	Yes
9	Production (PROD)	Existing	Yes
10	Disaster Recovery (DR)	Existing	Yes

      i. Environment Type: Where the “Type” of environment type is identified as “New” in the Table of Environments above, You shall create the new environment infrastructure components in accordance with the schedule; such environment(s) is / are presumed not to exist prior to the commencement of services.
      ii. Support Required: Where “Yes” is indicated for Support required in the Table of Environments above, You shall provide hardware, operating systems, and network support for such environment(s).

   f. Provide access to the following systems required for the creation of real time interfaces as follows:

No.	System	Associated Project Environments	Access Mode *(R,W,R/W)	Description
1	Active Directory	All	R	User store

*R=Read, W=Write, R/W=Read/Write

g. Provide access to the libraries necessary to perform the services (e.g., code), including merging of the libraries (e.g., code path changes), and migrating of libraries (e.g., code path) between all environments.

h. Be responsible for maintaining, administering, and supporting the relevant libraries.

i. Ensure that the system and its environments comply with Your security guidelines, and all applicable governmental regulations.

j. Be responsible for reconstruction / restoration of any lost or altered files, data, and programs.

k. Provide a backup of each environment on a schedule agreed to by You and Oracle.

l. Be responsible for the installation, configuration, maintenance, and management of any and all third party products.

m. Provide the following support and response times for infrastructure-related issues:
    i. Normal business hours support with response time within four (4) hours of the time the issue arises, during the Elaboration Phase.
    ii. Normal business hours support with response time within four (4) hours of the time the issue arises, during the Construction Phase.
    iii. Extended business hours support with response time within two (2) hours of the time the issue arises, during the Testing Phase, where extended business hours will be agreed to, in advance of testing, between You and Oracle to cover all periods of active testing.
    iv. Extended business hours support with immediate response during the Transition Phase where extended business hours will be agreed to, in advance of transition, between You and Oracle to cover all periods of active production environment setup, production data load, and UAT testing.

5. Inception Phase Responsibilities

    a. Provide the full set of flat file layouts and SQL Server data structures from the source systems before end of inception phase of each internal release.

    b. Provide specifications for current employee Microsoft Active Directory.

6. Elaboration Phase Responsibilities

    a. Define all alternative and exception paths for BPM processes.

    b. Design process to update legacy system from update extract flat files.

    c. Provide access to non-production employee Microsoft Active Directory.

    d. Provide access to the full set of flat file and SQL Server extracts from the source systems before end of elaboration for each internal release.

7. Construction Phase Responsibilities

    a. Contribute to any necessary end user documentation, including, but not limited to, documenting specific business practices and data examples and organization / end-user specific policies and procedures.

    b. Assess process and system compliance for the system created under this Statement of Work with any audit and control requirements.

    c. Maintain Your directory of users (e.g., Microsoft Active Directory, Oracle Internet Directory, etc.) and apply all changes necessary to support the performance of services.

    d. Build and test legacy system flat file update processes.

8. Transition Phase Responsibilities
    a. Perform any and all data cleansing, reconciliation, and quality control.
    b. Perform all organizational change management activities, including but not limited to, corporate communications, business process changes, and procedural or policy changes.
    c. Be responsible for all communications to any of Your employees, contractors, and agents that are not on the project team.
    d. Establish any necessary help desk procedures for supporting functionality described in this Statement of Work.
    e. Establish production / post-production support infrastructure, including but not limited to, the infrastructure needed to report issues and defects, and to fix, test, migrate, and promote resolution of any such issues and defects.
    f. Provide access to Your production employee Microsoft Active Directory.

9. Testing Responsibilities
    a. Be responsible for the following test types and testing activities described in the associated table columns:

No.	Test Type	Create Test Plan	Create Test Scenarios	Perform Testing	Review Test Results
1	Unit	No	No	No	Yes
2	System (Functional)	Participate	Participate	Participate	Yes
3	Systems Integration	Participate	Participate	Participate	Yes
4	User Acceptance Testing	Yes	Yes	Yes	Yes
5	Performance Testing	Participate	Participate	Participate	Yes

10. Training Responsibilities
    a. Prepare the end user training material and presentations identified in the Training Strategy.
    b. Provide all training of end-users according to the Training Strategy and PWP.
    c. Deliver all end user training.

11. Project Management Responsibilities
    a. Designate an executive sponsor who shall represent You during the performance of services, ensure performance of Your responsibilities under this Statement of Work, establish and maintain an active line of communication with the Oracle project manager during the performance of the services, both on an informal basis and in a formal steering committee capacity, and make timely decisions on Your behalf on all relevant issues.
    b. Designate a project manager who shall (i) oversee and ensure Your performance of the obligations You are tasked with during the performance of services, and (ii) work directly with the Oracle project manager on a daily basis to support the performance of services.
    c. Conduct the project with Oracle according to the finalized Project Management Plan.
    d. To facilitate the project, You must take the required action within the Maximum Turnaround Time on the specified Oracle Request Type listed in the table below. In the event that taking the

required action is impracticable due to special circumstances, You and the Oracle project manager may mutually agree in writing to an alternative timeframe. If no mutual agreement as to an alternative time frame can be reached within two (2) business days of the end of the Maximum Turnaround Time, any impact to the project will be subject to the Change Order Process as outlined below.

Oracle Request Type	Your Maximum Turnaround Time (Business Days)
Review of Specifications or Non-Deliverable Document	Two (2)
Testing Feedback	Two (2)
Requests for documentation on Systems and Processes	Five (5)
Requests for information on Systems and Processes	Five (5)
Requests for Meetings	Two (2)

e. The turnaround time for multiple deliverables submitted at one time may be mutually agreed upon by both parties. Both parties agree to review and assess the adjusted turnaround time and its impact to project timeline.

f. Establish a project management steering committee to meet not less than monthly, or upon the completion milestones for major activities in the project as set forth in the PWP, or when determined necessary by the steering committee to review process and resolve issues. Ensure that Your executive sponsor is a member of the project management steering committee.

g. Distribute project documentation or correspondence to Your project stakeholders not directly involved with the project.

h. Provide an escalation process for management of the project or accept the proposed Oracle issue resolution process as defined in the Project Management Plan.

i. Your and the Oracle project managers will work together to revise the PWP including resource loading and assessing potential scope changes according to the project scope management process and procedures as defined in the Project Management Plan, and report the impact and recommended next steps to Your and Oracle's executive sponsors.

j. Be responsible for the contractual relationships with third party contractors and for directing such third parties to fully cooperate with Oracle, and the project team, as and when required by Oracle.

You acknowledge that Your failure to meet, in a reasonable manner, the responsibilities listed above may result in increased costs and delays in completion of the obligations under the Agreement, and that Oracle will be entitled to a Change Order as outlined below to receive reimbursement for increased costs, provided however, that Oracle further acknowledges its duty to endeavor to mitigate the impact of such failures.

Project Assumptions

1. A Person Day is defined as one (1) person working up to eight (8) hours.
2. Oracle standard documentation format will be used for any documentation prepared and / or delivered during the performance of the services.
3. Project Headquarters will be at 500 West Temple Street, Los Angeles, California, however services will be performed both onsite and offsite including outside of LA area and outside of County facilities.
4. Project timeline / duration is currently expected to be 12 months from start date.
5. All functionality will be created using U.S. English only.
6. All monetary values will use US dollars.
7. Design and implementation decisions made during an earlier phase of the services (e.g., requirements specifications or design specifications identified during Inception and / or Elaboration phase) will be the basis for subsequent design and implementation tasks. Changes to such decisions will be subject to the Change Order Process outlined below.
8. Oracle will make reasonable efforts to provide You publicly available reference architecture / blue prints for Oracle's technologies, as requested.
9. Performance goals for the implementation are heavily dependent on technical architecture and hardware. Oracle is not responsible for the performance of the servers, networks, or other hardware elements provided by the County or its third party contractors.
10. Modification / upgrades / changes to the target Oracle base software versions for use on the project, once identified, must be mutually agreed to.
11. Oracle will install any new critical patches released over the duration of the project that are mutually agreed to.
12. All workshops will take place at a single location for all participants.
13. You may include observers in workshops that do not have active or participatory role for information purposes only.
14. You may record workshops not containing material subject to copyright for internal LA County use only.
15. Mentoring workshops are bound by Person Days. Duration, frequency, and scheduling of mentoring workshops can be partial days and will be mutually agreed to by Oracle and Assessor PM.
16. Mentoring workshops are bound by Person Days and are exclusive of effort required to prepare material for workshops. Mentoring workshops will take place onsite unless otherwise mutually agreed upon by Oracle and Assessor PM.
17. Oracle is not responsible for any tasks or activities, or the results thereof, that are performed by Your personnel attending mentoring workshops or brown bag lunches.
18. Final versions of installed software will be reviewed with You before software installation.
19. PMP is a "living document" where the content of the plan may be updated over the duration of the project to reflect updates concerning risk management, issue management, quality management, and other respective components of the PMP.

20. The workflow principles (attached hereto) are guiding principles, not governing principles, which Oracle will use as design guidance. Notwithstanding any term of the Agreement to the contrary, the Attachment A AMP Workflow Principles are not requirements and are hereby deemed excluded from the definition of Specifications (as defined in the Agreement). Oracle will follow the workflow principles during the delivery of AMP Phase 2. Specifications and design will be approved by Assessor in accordance to the Acceptance process, and will define what is developed and tested.
21. The details of the workshops, specifically the time and location, will be mutually agreed to by You and Oracle.
22. Oracle notes that the mapping of AIMS requirements (marked as "Rules" in AIMS) to OPA rules is generally well-defined and Oracle has therefore cross-referenced the OPA work to AIMS requirements ("Exhibit A – AMP Phase 2 Rules Requirements and Components Matrix.xlsx") by AIMS section. However, since the overall list of requirements needs analysis to be understood for middleware, database and ODI functionality (BPM, SOA, WCP, DB, PLSQL and ODI), Oracle cannot ensure that every requirement in AIMS has been addressed herein. Accordingly, notwithstanding any term of the Agreement to the contrary, Exhibit A is excluded from the definition of Specifications (as defined in the Agreement).
23. Services above clearly define the estimation limits per functional component. The actual design of each component will be determined by Oracle during elaboration at its sole discretion.
24. Complexity by technology for e.g.: BPM, SOA, PLSQL to implement functionality as estimated for one component but not actually needed in that component can be applied by mutual agreement to additional complexity required in another component of the same technology.
25. The ADE, ATE and ASE environment will be hosted on the Oracle Public Cloud only if Option 1: Oracle Public Cloud – IaaS option services are purchased by You under this SOW, otherwise ADE, ATE and ASE environments will be hosted by ISD.
26. Deployment to STAGE and PROD in this FP Exhibit is limited to Phase 2 External Releases
27. Your Responsibilities will be performed by the County, and a failure to perform Your Responsibilities will be handled by the Parties in accordance with the Your Responsibilities section, above.
28. County has procured appropriate licenses for and provided Contractor with the following open source software to use in the performance of this SOW: Gitlab, Jenkins, Archiva, AngularJS, Gson, and XStream.
29. Anything not expressly specified in the SOS section of this Statement of Work is out of scope and not included or priced into the services to be performed under this Statement of Work. Any request to modify the scope of services will be subject to the Change Order Process as outlined below. Specific items that are out of scope include, without limitation, the following:
    i. Backup and Recovery activities
    ii. Disaster Recovery architecture planning, configuration, fail over testing
    iii. Organizational change management
    iv. Hardware installation, configuration and / or testing
    v. Non-Oracle software installation, configuration, development and / or testing
    vi. Network installation and / or configuration, performance/tuning issues related to network architecture
    vii. Implementation of Business Activity Monitoring (BAM) beyond assessment activities

viii. Design and build of a mobile application
ix. Build load or migration of external users from external data sources into OIM
x. Custom reporting
xi. Delegated administration for external users
xii. Provisioning and patching of IDM targets via OEM
xiii. Enterprise Role Mining or Role Engineering
xiv. Development of OPA generated documents other than for test purposes
xv. Development of OPA interviews other than for test purposes
xvi. Development of time-based (retroactive event) reasoning within the rule bases
xvii. Development of any custom functions for the rule bases
xviii. Design or implementation of any BI components, data access, data architecture, and data integration related to reporting requirements, unless explicitly specified in Oracle scope above.
xix. Work on Phases 1, 3, 4, or 5 of AMP.

Specific Exclusions on requirements from SOS

1. Appraisal Approach to Value Master
2. Assessments or recommendations for relocating Middleware or Database components to VMware based deployments
3. Assessments or recommendations for network capacity requirements and specifications for local area network ("**LAN**") or wide area network ("**WAN**")
4. Business Intelligence and Reporting Strategy including Enterprise Data Warehouse and Operational Data store strategy
5. Upgrade of Oracle Real User Experience Insight from version 12c to 13c
6. Upgrade of Oracle Enterprise Manager (OEM Cloud Control) from version 12c to 13c
7. Upgrade of Oracle Policy Automation and Oracle Policy Modeling (OPA/OPM) from version 10.4 to 12c
8. Any reference to Ad-hoc Reporting
9. Any scope indicated as County and/or Assessor responsibility

Pillar/Product Assumptions

WCP Assumptions:

1. WCP web pages and forms will be implemented using Oracle ADF.
2. Single sign-on ("**SSO**") functionality between WCP and BPM is implemented and operational.
3. WCP will only provide 5 URL links to the Cognos reports in scope for Phase 2. The data content, accuracy, and creation of the Cognos reports are the responsibility of the Assessor.
4. Any security integrations between WCP and Cognos are not in scope.
5. ADF complexity definitions as defined below are intended to limit the maximum size and complexity of any user interface to not more than fifteen (15) user interactions and not more than thirty-five (35) data fields. Oracle assumes that any user interface would be refactored so it does not exceed these limits.
6. The following defines the complexity levels for user interface screens based on ADF:

Complexity Level	Description

Very Low	Interface includes up to two (2) user interactions and up to ten (10) simple data input field with no data validation rules and not more than one task flow.
Low	Interface includes between three (3) and five (5) user interactions and up to twenty (20) simple data input fields with no validation rules and not more than one task flow.
Medium	Interface includes between six (6) to eight (8) user interactions, up to thirty (30) simple data input fields, and uses only validation rules predefined by ADF with not more than two task flows.
High	Interface includes between nine (9) and eleven (11) user interactions, up to thirty-five (35) simple data input fields, and / or includes customizations (including but not limited to custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to three (3) task flows.
Very High	Interface includes between twelve (12) and fifteen (15) user interactions, up to thirty-five (35) simple data input fields, and / or includes customizations (including but not limited to custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to four (4) task flows.

BPM Assumptions:

1. The Level 2 BPM processes will be designed and implemented using the following five (5) high-level steps (phases):
   a. Case Preparation
   b. Records Maintenance
   c. Valuation/Appraisal
   d. Assessment Impact
   e. Case Closeout
2. ADF pages, forms, and task flows will employ simple styling and branding, to include corporate color schemes and logos.
3. Access to Process Diagrams will be provided via link to the Oracle BPM native HTML Process Flow diagram; no custom report or diagram is included in this effort.
4. Access to OPA Decision Reports, if any, will be provided via link to the OPA native XML Decision Report; no custom report or diagram is included in this effort.
5. You will obtain and manage your own Certificate Authority ("**CA**") for issuing digital certificates to internal users.
6. Digital certificates will be in either PKCS7 binary format or PKCS12 keystore format.
7. All estimates assume that role and participant information will be stored either in OID or OUD.
8. The BPM process workflow for Module 6.4 (Assessment Object Cross-indexing) includes the requirements of Module 6.7 (Aggregated Assessment).
9. Oracle assumes that the design of the Level 2 Process Master (Module 7.3) will include analysis and design of the business event triggers for that process. Actual implementation of the technical components to support the triggers may be done in either Component 7 or Component 11, based on design decisions. Services do include implementation of events to trigger business process functionality.
10. BPM process(es) will provide basic exception handling of system errors to include logging the exception in server and/or application logs and providing a user-friendly error message to the User Interface.
11. BPM user interfaces will provide client-side validation of data input limited to type, length, and format of data provided.
12. BPM process complexity level is defined as follows:

Complexity Level	Description
Low	Up to five (5) activities in the business process
Medium	Between 11 and 25 activities in the business process
High	Between 26 and 50 activities in the business process
Very High	Between fifty (50) and one hundred (100) activities in the business process

13. BPM workflow complexity level is defined as follows:

Complexity Level	Description
Low	Workflow with a single approver, single management chain, or single sequential chain of approvers
Medium	A workflow with 2 parallel approvers or actors
High	A workflow with multiple parallel approvers or actors
Very High	A workflow with a combination of multiple parallel approvers and/or multiple sequential approvers.

SOA Assumptions:

1. SOA services will utilize the SOA Suite Database Adapter to interface with deployed PL/SQL services for CRUD operations in ADR.
2. Documentum APIs will be exposed and provided via REST-based services created, tested, and deployed by Your technical team.
3. SOA services will utilize either Simple Object Access Protocol (SOAP) or Representational State Transfer (REST) protocol.
4. PL/SQL and SOA-based services will be consolidated and normalized in an effort to maximize reusability.
5. Services may be secured by standard security policies applied by Oracle Web Services Manager (OWSM).
6. Oracle assumes that all SOA services to external systems will support no more than ten thousand (10,000) transactions per interface in a 24-hour period unless otherwise noted.
7. EMC2 Documentum will be used to store all documents and attachments for all AMP functionality using existing Documentum REST services.
8. Oracle assumes that there could be as many as eight (8) interfaces to legacy systems whose data and interfaces are not being brought into the AMP Data Repository as part of Component 10 functionality.
9. The Documentum interface that will be designed and developed as part of Component 8 should be reusable in Component 11.
10. The SOA service to be developed in Component 7 for validating information will use an XML configuration file to store the validation checklists, with one checklist per business event type as determined by OPA rules in Component 7.
11. The SOA service to be developed in component 7 for validating information will leverage existing services created as SOA-based ADR data access services, the Documentum interface component developed for component 11, or interface services provided by your team based on web service or REST standards; Oracle will not be responsible for creating custom interface services to integrate with other legacy systems.

12. The SOA service to be developed in component 7 for validating information will not need to access more than a total of ten (10) services to verify information availability.
13. SOA service complexity level is defined as follows:

Complexity Level	Description
Low	Message payload size of up to 100 kilobytes (kb) Up to five (5) data elements requiring transformation
Medium	Message payload size of up to 1 megabyte (MB) Up to fifteen (15) data elements requiring transformation
High	Message payload size of up to 1 megabyte (MB) Up to forty (40) data elements requiring transformation
Very High	Message payload size of up to 1 megabyte (MB) Between forty (40) and one hundred (100) data elements requiring transformation

ODI Assumptions:

1. ODI effort estimate is based on:
   a. Exhibit A - AMP Phase 2 Component Requirements and Rules Matrix.xlsx
   b. Phase 2 Tech Matrix tab
   c. Where the Owner is Contractor and the “Data Int” column is H, M or L
2. Data quality issues caused by legacy source system data identified during any testing phase will not be classified as a defect
3. All activities that require the knowledge of the source systems and / or that are required to be performed in the source systems to implement the data integration solution using ODI will be the responsibility of the Assessor.
4. Complexity of the Oracle Data Integrator use cases are defined as below:

Complexity Level	Description
Low	Data integration routines that require no transformations. These are typically routines that source from relational structures and write into relational structures and may take up to seven (7) days to create, and are built using standard knowledge modules. Up to one (1) agile Sprint.
Medium	Data Integration routines that require transformations which may include temporary staging of data before writing into the target structures. The source and target data structures are completely different but knowledge modules may exist to transform the data from the source to the target data model. These may take up to twenty (20) days to create. Up to two (2) agile sprints.
High	The highly complex routines that require complex transformations of data between the source and target data structures, customizations to knowledge modules, data audit steps, external process triggers and may take up to forty (40) Person Days to complete. Up to three (3) agile Sprints.

Security Assumptions:

1. The technical architecture will use a standard Oracle reference architecture.
2. It is assumed that the existing Self Service and registration (CSR) application developed in .Net technology will not need to be modified
3. The new ADE, ATE environment infrastructure will be built for the Assessor by the County (if Option 1 services are not purchased by You under this SOW), using the three tier Oracle Enterprise Deployment

Guide (EDG)-based Assessor Modernization Project architecture; however firewalls and routers will not be used to secure tiers, SSL will not be used, and no internet connections will be used.

4. A single unique identifier exists and is the same in all LDAP and Active Directory environments (example: userid or email address).
5. Active Directory is the authoritative source for internal users.
6. Scope for mobile security is restricted to mobile security strategy and architecture.
7. Assessor Internal user authentication will use user ID and password, Windows native authentication.
8. External user authentication will use OAM / OIM.
9. The additional AD domains and LDAP directories will be integrated with OVD alone for the purpose of authenticating users. It will not be integrated with OIM for user provisioning and user account management.
10. This phase assumes there are no net new OES requirements and functionality that need to be incorporated other than assessment on OES extensions.
11. In order to integrate existing OAM / OVD infrastructure with AD domains outside of Assessor, there may be a need to establish trust between these domains and/or open firewall ports.
12. The scope for OAAM is restricted to identifying business requirements and use cases where OAAM can be leveraged.
13. Directory virtualization assumes use of "out-of-the-box" adapters.
14. It is assumed that there will be no more than five (5) web applications in scope for federation and OAM will be configured as the Identity provider.
15. Federation will support standard user authentication; authorization will be handled by individual applications.
16. It is assumed that each of the five (5) in scope web applications support one of the following federation protocols: SAML 2.0, SAML 1.1, WS-Federation 1.1 or Open ID 2.0.
17. It is assumed that You will provide the list of enterprise roles that need to be configured in OIM along with associated system access that needs to be granted / revoked.
18. It is assumed that integration with non-Assessor LDAP systems can be achieved either via virtualization or standards based federation.
19. Any new environments built by the County will not require Oracle assistance or involvement unless agreed to under time and material "T&M" terms. Any custom federation object is deemed out of scope.
20. For Web Services requiring authorization OAG authorization policies will be driven based on user's LDAP attributes and / or LDAP group membership.
21. OAG policy configuration assumes use of standard "out-of-the-box" functionality and no customizations.
22. ASO Transparent Data Encryption will be configured for tablespace encryption. No column only encryption will be used.
23. A maximum of twelve (12) tablespaces will be encrypted for each of the in scope databases in ATE, ASE, STAGE (only if Option 1: Oracle Public Cloud – IaaS option services are purchased by You under this SOW) and PROD environments
24. Up to fifteen (15) event triggers and fifteen (15) alerting policies will be configured for the in scope databases for Audit Vault.
25. Up to ten (10) White List and ten (10) Black List policies will be configured for the in scope databases for Database Firewall.

26. Existing AVDF server installation will be leveraged to monitor the new in scope databases in one (1) non production environment and one (1) production environment.
27. The AVDF rules and alerts for the new in scope databases will be similar to the ones configured for the ADR databases.
28. Existing OKV server installation will be leveraged to manage the new in scope databases in two (2) non production environments.
29. Assessor as a Service scope is restricted to architectural discussions and does not include any implementation as part of this phase of the project.
30. You will develop / maintain webservices to support tiered customer account management.
31. It is assumed that existing Data Masking Scripts created in Phase 1 will be re-used for any masking of data in up to two (2) Environments (ATE, ASE).
32. OES, OAG and OMSS are being installed/configured in Phase 2 because they are used in Phase 1. Any new requirements for these products identified in Phase 2 will need to be assessed and implemented based on Oracle product guidance/direction at that time.

Database Assumptions:

1. Existing data model for ADR repository will be extended with new tables
2. Existing tables in data model for ADR repository will be extended with new attributes
3. Existing data model for ADR-staging repository will be extended with new tables
4. Existing tables in data model for ADR-staging repository will be extended with new attributes
5. Database use cases interfaces complexity are defined as below:

Complexity Level	Description
Simple	A simple database schema has up to 5 tables requiring Multi-queries; simple layout
Moderate	A moderate database schema has up to 8 tables requiring Multi queries; complex layout
Complex	A high complexity database schema has up to 10 tables requiring Multi queries; complex layout and may require prototyping
Very Complex	Very complex database schema has up to 30 tables requiring Multi queries, complex layouts, and performance implications; almost certainly requires prototyping and parameterization

PL/SQL Design Assumptions:

1. Technical design, implementation and testing of PL/SQL data services are included.
2. PL/SQL data services are normalized to include Database applications (e.g., Data upload), Web Application (e.g., Portal), interface applications (e.g., between systems).
3. PL/SQL data services are developed as procedures/functions and logical aggregate grouping into packages will be made at design time.
4. Complexity of the PL/SQL data service interfaces are defined as below:

Complexity Level	Description
Simple	A simple PL/SQL service takes up 5 days
Intermediate	An intermediate PL/SQL service takes up 8 days

Complex	A complex PL/SQL service takes up 10 days
Very Complex	A very complex PL/SQL service takes up 13 days

Policy Automation Assumptions:

1. Component 9 functionality will be implemented without the use of OPA
2. Component 10 functionality will be implemented without the use of OPA
3. Data Capture Assistant functionality will be implemented without the use of OPA
4. Only Component 11 will include the capability of providing Decision Report data
5. No OPA interviews will be developed for production use for any component
6. No custom coding for custom OPA functions or custom data integration will be required
7. OPA testing effort is included for bug-fix support during system, integration, and user acceptance testing.
8. OPA testing effort is included for production validation and post-production bug-fix support
9. No OPA testing effort is included for integration, system, or user acceptance test planning, execution, or test phase documentation

BI Publisher Design Assumptions:

1. BI Publisher is used to support Assessor portal Real Property printing requirements only for Summary, Building and Land and Assessment History.
2. There is only one format per report.
3. Report output will be PDF.
4. BI Publisher will be integrated with WCP/ADF using the BI Publisher Web Service API.
5. BI Publisher reports will be returned to the WCP User Interface as file attachments in PDF format. Oracle will not be responsible for the installation or configuration of desktop software to allow the PDF attachment to be printed.
6. Complexity of the BIP data service interfaces are defined as below:

Complexity Level	**Description**
Simple	Single query; simple layout; Report types that typically fall into this category: tabular, external query, form letter, single break. May take up to Ten (10) days to create.
Medium	Multi query; complex layout; Report types that typically fall into this category: master/detail/summary, formula, graphics and text, matrix. May take up to twenty five (25) days to create.
High	Multi query; complex layouts; prototyping may be required to assure functionality/performance. Report types that typically fall into this category: time series calculation, aggregating data within ranges, anchors, check printing/preprinted forms, invoices, matrix/break. May take up to forty (40) days to create.
Very High	Multi query, complex layouts/graphics, performance issues; almost certainly requires prototyping and parameterization; Report types that typically fall into this category: ranking, bar coding, dynamic layout/graphics, nested matrix. May take up to sixty (60) days to create.

Testing Assumptions:

1. All Test phase summary reports will be provided following the completion of testing in that phase or release.

2. Testing will be done from Your workstations or Oracle laptops that can access project servers.
3. Assessor to participate in joint SIT Testing as in Phase I.
4. An Oracle Test Lead will be assigned to support testing throughout the project lifecycle and will be on site.
5. Test results will be managed, tracked, and reported from a central bug tracking system or list.
6. You and Oracle will agree on test cases during the Elaboration Phase. These test cases will only represent core product and use case functionality and may be updated during the Construction Phase; however all test cases must be reviewed and approved as defined in the Oracle Request Type table in Section 4 (Assumptions and Your Obligations) of this SOW before the start of each test phase.
7. Oracle will only address identified issues with functionality and / or documentation that arise during testing and directly from Oracle obligations specified in the description of services in this Statement of Work.
8. During unit, system, system integration, performance, or user acceptance testing, defects will be recorded and classified according to the following table and the procedure specified under the table:

Level	Category	Description
1	Sev1	Essential Business Process Affected - Any highly critical system or service outage that results in loss or severe degradation of business processes and / or capabilities defined as "must have" in the finalized requirements, and for which there is no acceptable workaround. (Availability of workaround renders it "Sev2").
2	Sev2	Part of an Essential Business Process or Workgroup Affected - Degradation of system or service performance that impacts end user service quality or significantly impairs business process control or operational effectiveness for functionality defined as "must have" in the finalized requirements, but for which there is an acceptable workaround.
3	Sev3	Non-Essential Business Process or Workgroup or Individual Affected - Minor degradation of system or service performance that does not have any impact on end user service quality. These are typically cosmetic defects.
4	Doc	Documentation Defect Error or omission in document.

9. Both You and Oracle may record and classify defects according to the levels in the above table. In the event of a disagreement about the classification level of a defect, You and Oracle will escalate the issue to project executives.
10. You and the Oracle project manager will review recorded defect levels during testing and, upon mutual agreement, may change the level of any defect.
11. Completion of unit, system, system integration, performance, or user acceptance testing occurs when:
    a. Identified Sev1 and Sev2 defects related to items tested during such testing have been addressed by Oracle as of the date the final items is made available to You
    b. Oracle has identified a plan for addressing other related defects in such item
12. Readiness for production use is achieved upon completion of unit, system, system integration, performance, or user acceptance testing.
13. Performance Testing will occur in Your Alternate STAGE or Your STAGE (only if Option 1: Oracle Public Cloud – IaaS option services are purchased by You under this SOW) environment.
14. Test cases will be reviewed and approved as defined in the Oracle Request Type table in Section 4 (Assumptions and Your Obligations) of this SOW before each test phase commences.

15. Development of load test scripts will be limited to ten (10).
16. Performance metrics and SLAs have not been defined. Oracle will be operating under the premise of "Oracle Recommended Practices" for the Performance Assessment.
17. For all performance testing scenarios executed in OATS, Oracle assumes the achievement of the following metric as a successful performance test:
    a. Page load time of no more than five (5) seconds with up to one thousand five hundred (1500) concurrent users, as related to Oracle product functionality.
18. Performance testing activities may include any of the following:
    a. Generation and execution of functional test scripts using Oracle Functional Testing
    b. Generation and execution of load test scripts using Oracle Load Testing
    c. Generation and execution of ETL process performance tuning.
    d. Configuration and implementation of load test profiles using Oracle Load Testing
    e. Configuration of test data files to support load testing using Oracle Load Testing
    f. Implementation of test plans using Oracle Test Manager
    g. Configuration of OEM diagnostics and tuning packs, and other automated capabilities
    h. Execution of standard Automated Workload Reports (AWR) from the database.
    i. Integration of RUEI with Oracle Functional Testing
19. Performance tuning activities may include the configuration of web, application, and database tier components.
20. Any changes to the above process and standards will be subject to the Change Order Process as outlined below.
21. Criteria of completed testing (Definition of Done) is as follows:
    a. All acceptance criteria met with user stories completed;
    b. Code completed with zero opened Sev1 or Sev2 defects;
    c. Code review and revisions completed;
    d. Code checked into GIT source control repository;
    e. Demo accepted by Your designated Product Owner (for demo-able user stories);
    f. Test scripts completed and checked into the source code system.

<u>Documentation Assumptions:</u>

1. All written documentation and communication will be done in U.S. English. A document deliverable is a document in Microsoft Word 2007 or Microsoft Excel 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
2. A project plan deliverable is a document in Microsoft Project 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
3. A diagram deliverable is a document in Microsoft Visio 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
4. A presentation deliverable is a document in Microsoft PowerPoint 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
5. User Guide will be created as an electronic pdf document and WORD that can be used as on-line help.
6. Oracle will follow a process to provide drafts of Deliverable documents in advance of the finalized document.

<u>Project Management Assumptions:</u>

1. Oracle's OUM Project Management Method ("**PJM**") will be used to manage the project.
2. Scope control (change management) and document review will be performed using Oracle's standard processes and documented herein and/or in the Project Management Plan.
3. You and Oracle will work together to resolve project issues as specified in the Project Management Plan. Based on the tight timeframe, project issues must be resolved in a timely manner (24 hours for critical issues, 48 hours for less critical issues). Critical issues are those that impact the project timeline, scope or budget. Failure to resolve issues in accordance with the Project Management Plan and in a timely fashion may have an impact on the project schedule and/or price.
4. You and Oracle will work together to review and mutually agree upon the baseline Project Workplan, including schedule timeframes, tasks, and resource assignments within two (2) weeks after the project start date.
5. With mutual agreement, You and Oracle may alter the baseline PWP, including the schedule. Finalized changes to the baseline PWP will be saved as the new baseline PWP. Any changes to the PWP that affect the effort or fees will be subject to the Change Order Process as outlined below.
6. Oracle will at its sole discretion determine the number and manner in which resources are assigned to perform the services described in this Statement of Work.
7. Oracle may assign or release a specific project resource, or may assign different resources, at different times, to a project task.
8. If You assign resources to the project, those resources will represent You and will be empowered to make decisions on Your behalf.
9. Oracle is not responsible for any deficiencies in services performed by non-Oracle resources, or any delays attributable to the performance of non-Oracle resources.
10. Your and Oracle's project managers will establish periodic project reviews to monitor scope, budget, and timeline of the services.
11. You must answer implementation questions that Oracle presents in writing to Your project manager within three (3) business days of the date You receive the questions. If You do not, Oracle reserves the right to make, and document, decisions to keep the project moving forward. Subsequent requests to change those decisions will be subject to the Change Order Process as outlined below.

<u>Scope Management Assumptions:</u>

This section defines how scope will be managed including change order processes and acceptance criteria. The process and format for addressing Your requirement for deliverables using the Deliverable Expectation Document will be defined here, including Your review process, then included in the project schedule for all deliverables.

1. Deliverables Expectations Document ("**DED**")
   All deliverables will be prepared in the form and format agreed to by You and Oracle using a Deliverables Expectations Document. No work will be performed on any deliverable, as stated in the section 3 (Deliverables) of this SOW until the DED has been approved by the Assessor. The approval for a DED should be provided within 3 business days after the DED review session takes place between Oracle and Assessor. As each deliverable is submitted, Oracle will include a copy of the approved DED as the cover sheet.
2. During the DED creation process Oracle will:
   a. Prepare agendas, and coordinate scheduling with You, for all necessary events (e.g., workshops, meetings) for the production of the deliverable.
   b. Facilitate events (e.g., workshops, meetings) as required for the creation of each deliverable.

c. Record and analyze the input received from all events (e.g., workshops, sessions, and meetings,) and distribute results or minutes for review to event participants.
d. With respect to documents identified in the DED, as part of the PWP, the parties will endeavor to schedule, if and as appropriate, the delivery of draft documents to enable a preliminary review.
e. Provide a structured process for You to provide feedback on drafts, including review meeting or other events, as appropriate.
f. Compile and incorporate Your feedback to the draft deliverable and prepare a revised deliverable
g. Effort allocated to a business component may be reassessed during Construction phase. A modified effort may be reallocated to support another business component.
h. Distribute the revised deliverable to You for review; obtain and analyze Your feedback as above, and repeat if necessary.
i. Complete a final version of the deliverable and DED that both parties agree to.

You acknowledge that any change or alternation of the assumptions above may alter the estimated project scope, including but not limited to, the approach, resources, staffing levels, cost, and schedule; and shall be subject to the Change Order Process as outlined below. The assumptions are integral to the estimated scope and associated fees.

Change Order Process

Any request for any Change Order must be made in accordance with the language set forth herein. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this SOW. The Change Order process includes the following steps:

a. Either party will be able to submit a written request for any change order. Oracle and/or You, with mutual agreement, may provide up to four (4) hours of design effort to incorporate into such change order request. Should design efforts require more than four (4) hours, the design effort shall be presented on a Change Order Form. For change order requests prepared by Oracle for You, such shall be prepared and submitted within two (2) business days, if feasible, from the date the change is identified.
b. In cases involving significant changes, or if evaluation of a change order request requires more than four (4) hours of effort to evaluate and propose an approach, Oracle will advise You of this condition and:
    i. Set a new time frame for response;
    ii. Prepare an estimate of cost to complete the evaluation; and
    iii. Return this information to You for review and approval.
c. If Oracle requires further formal evaluation, You will determine whether it wishes Oracle to proceed with that evaluation, depending upon the cost of such evaluation. If Oracle is engaged to perform further formal evaluation, the Oracle response to a change order request will contain the impact of the change on various portions of the exhibit, including identifying and quantifying changes in services, schedules, and/or price. Oracle will also indicate alternate approaches where possible.
d. Oracle shall provide You with a written statement; offering to perform pursuant to the change order request, proposing modifications to the change order request, or rejecting such change order request within five (5) business days from date of receipt of such change order request. Oracle's statement will include detailed information as to; (i) the availability of Oracle's personnel and

resources, and (ii) the impact, if any, on the completion of services, the delivery of any deliverables or the cost of the services.

e. If You desire to implement a change order request, You shall provide written authorization to Oracle to proceed with such change order request upon the terms set forth therein or as modified by Oracle in its response.

f. Oracle will prepare an estimate for the cost of the change order request within five (5) business days, and will have You approve such change order prior to commencement of any work. If You would like to modify requirements of the original change order, Oracle will void the original and create a new change order that will also require Your approval.

g. Upon receipt of such written authorization from You, Oracle shall promptly commence performance in accordance with the change order as modified by Oracle's response thereto. Changes that increase the cost and/or impact the schedule must be documented in a Change Order that must be signed by authorized representatives of the parties.

h. Each change order, as modified by Oracle's response thereto, which is duly authorized in writing by You shall; constitute a formal modification to, be deemed incorporated into and shall become a part of the Agreement. In no event shall the Agreement, and/or any other obligations of Oracle with respect to AMP Phase 2 be deemed amended except through a Change Order approved by Oracle and You.

i. You must respond in writing to approve or deny such change order request within ten (10) business days of the date of such change order request. Should You not provide this response to Oracle within such ten (10) business days, Oracle shall assume the change order request to be denied by You.

j. Oracle shall submit invoices for all approved Change Orders associated with the level of effort engagement as a part of the work payment associated with the Change Order and represented in the amended SOW and will invoice along with the deliverable payment once the deliverable is complete. If the deliverable has been completed and invoiced, a separate monthly invoice will be required. Such invoices will include all fees approved within the Change Order.

k. Management of this process is the responsibility of the Oracle Project Manager and Your Project Manager who has primary responsibility for contract delivery. Specific procedures associated with the Change Order Process are triggered by (1) the Oracle Project Manager and Your Project Manager reaching agreement on the change and (2) submission of a Change Order Form to the Oracle Project Manager. Oracle will log all changes to the SOW in the Change Control Log as the permanent record of change order request status and approved changes to the SOW. Any such change, unless specifically stated within the exhibit, may be subject to a mutually agreed upon pricing adjustment.

l. Until agreement can be reached on the implementation of the requested change, or if agreement cannot be reached, services will continue to be performed in accordance with the existing terms and conditions of this SOW.

STATEMENT OF WORK ACCEPTANCE PROCEDURE

Acceptance shall be in accordance with Section 5. Acceptance of the Agreement.

5. Production Operations and Maintenance ("O&M")

Oracle's scope of services under this SOW will also include the services and deliverables described in this Section 5.

1. Oracle Delivery Scope

Provide up to eight hundred and forty (840) Person Days of assistance over twelve (12) consecutive months to assist with the following activities associated with Your AMP Production environment:

a. Two hundred and forty (240) Person Days of assistance for administration and AMP application support in the area of Database Security.
b. One hundred (100) Person Days of assistance for AMP application support in the area of WebCenter Portal and ADF.
c. One hundred (100) Person Days of assistance for AMP application support in the areas of BPM and SOA.
d. One hundred (100) Person Days of assistance for AMP application support in the areas of ODI and PLSQL.
e. One hundred (100) Person Days of assistance for AMP application support in the area of Identity and Access Management.
f. One hundred (100) Person Days of assistance for AMP application support in the area of OEM.
g. One hundred (100) person days of assistance for AMP application support on other products part of the AMP Oracle technology stack, not identified above but used in Phase I and Phase II Release A.
h. Create a monthly ***O&M Summary Report*** that covers O&M activities for the above services.

2. Specific Project Assumptions

1. Application support (all of the products indicated above) and O&M support (in the case of Database Security) will be provided for eight (8) business hours in pacific time zone.
2. There will be 1 FTE onsite dedicated for O&M, Application support for Database Security.
3. For OEM, this resource will be offshore and will be providing scripting support needed.
4. The start of these support activities will be mutually agreed upon by Oracle and Assessor and will be for the duration of up to two hundred and forty (240) contiguous days within 12 months from the mutually agreed start date and no later than the contractually agreed to end date.

3. Deliverables

#	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
OM1	O&M Summary Report Month 1	The report covers O&M activities provided in that month.
OM2	O&M Summary Report Month 2	The report covers O&M activities provided in that month.
OM3	O&M Summary Report Month 3	The report covers O&M activities provided in that month.
OM4	O&M Summary Report Month 4	The report covers O&M activities provided in that month.
OM5	O&M Summary Report Month 5	The report covers O&M activities provided in that month.
OM6	O&M Summary Report Month 6	The report covers O&M activities provided in that month.
OM7	O&M Summary Report Month 7	The report covers O&M activities provided in that month.
OM8	O&M Summary Report Month 8	The report covers O&M activities provided in that month.
OM9	O&M Summary Report Month 9	The report covers O&M activities provided in that month.
OM10	O&M Summary Report Month 10	The report covers O&M activities provided in that month.
OM11	O&M Summary Report Month 11	The report covers O&M activities provided in that month.
OM12	O&M Summary Report Month 12	The report covers O&M activities provided in that month.

(*) Denotes those deliverables currently identified to be on the critical path, subject to change upon completion of the baselined Workplan, based on mutual agreement between Assessor and Oracle.

6. Security Extensions

Oracle's scope of services under this SOW will also include the services and deliverables described in this Section 6.

1. Oracle Delivery Scope

Expand usage of Database Security for BPM / SOA / OSB, OIM and OID databases in Your ATE, ASE, STAGE (but only if Option 1:Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments. This includes, but is limited to, implementing data encryption (e.g., ASO TDE and NLE) to these databases in ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments that contain PII (Personal Identifiable Information) data; also implementing OKV components for ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments and AVDF to audit and log databases activities in ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments. The activities comprise:

No.	Software Component	Configuration Description
1	Database Security - ASO	• Install and configure TDE, NLE, using OKV in ATE, and ASE environments • Configure Transparent Data Encryption and Network Link Encryption for the following databases in Your ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments: ▪ Up to one (1) BPM/SOA/OSB database ▪ Up to one (1) OIM database ▪ Up to one (1) OID database • Configure Key Vault to protect the encryption keys for the following databases in Your ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and Production environments: ▪ Up to one (1) BPM/SOA/OSB database ▪ Up to one (1) OIM database ▪ Up to one (1) OID database • Configure AVDF to monitor the following databases in Your ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS option services are purchased by You under this SOW) and production environments: ▪ Up to one (1) BPM/SOA/OSB database ▪ Up to one (1) OIM database ▪ Up to one (1) OID database • Analyze the feasibility of configuring database firewall in database policy enforcement (DPE) mode for above databases in AVDF scope • Create 6 monthly ***Security Configurations Summary reports,*** one for each month

2. Implementation

The Implementation Section 2 for Release B covers the OUM phases for Security Framework Refactoring (Component C).

3. Specific Project Assumptions

a. ASO Transparent Data Encryption will be configured for tablespace encryption. No column only encryption will be used.

b. A maximum of twelve (12) tablespaces will be encrypted for each of the in scope databases in ATE, ASE, STAGE (but only if Option 1: Oracle Public Cloud – IaaS services are purchased by You under this SOW) and PROD environments

c. Up to fifteen (15) event triggers and fifteen (15) alerting policies will be configured for the in scope databases for Audit Vault.

d. Up to ten (10) White List and ten (10) Black List policies will be configured for the in scope databases for Database Firewall.

e. Existing AVDF server installation will be leveraged to monitor the new in scope databases in one (1) non production environment, STAGE (but only if Option 1: Oracle Public Cloud – IaaS option services are purchased by You under this SOW) and one (1) production environment.

f. The AVDF rules and alerts for the new in scope databases will be similar to the ones configured for the ADR databases.

g. Existing OKV server installation will be leveraged to manage the new in scope databases in two (2) non production environments.

4. Deliverables

Services performed by Oracle under this Security Extensions scope shall be for the purpose of providing the following deliverables:

#	OUM Phase	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
SE1	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 1	The report covers the security configurations created during the Construction Phase Month 1
SE2	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 2	The report covers the security configurations created during the Construction Phase Month 2
SE3	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 3	The report covers the security configurations created during the Construction Phase Month 3
SE4	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 4	The report covers the security configurations created during the Construction Phase – Month 4
SE5	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 5	The report covers the security configurations created during the Construction Phase – Month 5

#	OUM Phase	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
SE6	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 6	The report covers the number of security configurations created during the Construction Phase – Month 6

(*) Denotes those deliverables currently identified to be on the critical path, subject to change upon completion of the baselined Workplan, based on mutual agreement between Assessor and Oracle.

7. Product Assessments and Analysis

Oracle's scope of services under this SOW will also include the services and deliverables described in this Section 7.

1. Oracle Delivery Scope

Technology Assessment for further adoption of ACO and SGO (B.15)

Assess following Oracle Database version 12c options:

a. Advance Compression Option ("ACO")
b. Spatial and Graph Option ("SGO")
c. Assessment of Standard BIP Reporting for OEM, OIM, OAM

Governance and API Software Configuration (B.15)

Provide the following services relative to Your adoption of OER, OAC, and Oracle API Manager (OAPIM):

a. Install and Configure of SOA Governance Suite
b. Review and document governance use cases
c. Prepare an implementation plan for advanced SOA governance (using OER)

Unused Product Capability Assessments (B.15)

a. Assess Event Driven Architecture (EDA)
b. Assess REST
c. Assess Adaptive Case Management
d. Assess Business to Business (B2B) Electronic Data Interchange (EDI) Adapter
e. Assess OEM Management Pack
f. Assess Business Activity Monitoring (BAM)

2. Implementation

The Implementation section 2 for Release A covers the OUM phases for Technology Framework Refactoring (Component B). Activities related to Product Assessment and Analysis are indicated in the relevant implementation phase.

3. Specific Assumptions/Obligations

Your Obligations

1. Provide the following sponsorship and, at a minimum, the active participation of the following key stakeholders:
   a. A senior member of Your Information Technology organization to provide overall project sponsorship and participate in the assessment briefings.
   b. Oracle Fusion Middleware Architect and development/operational staff to participate in workshop to review the current architecture and existing / future state of architecture and operational practices, pain areas and open issues. Such personnel must also participate in initial discovery sessions, as well as in periodic reviews of artifacts and briefings.

2. Provide required access to Phase 1 and Phase 2 web services for SOA Governance and API software configuration.

Project Assumptions

OER, OAC and OAPIM environment and will have access to all integrating Oracle Products.

4. Deliverables

Services performed by Oracle under this Product Assessment and Analysis scope shall be for the purpose of providing the following deliverables:

#	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
PA1*	Phase 2 Release A Inception Phase	Phase 2 Product Assessment and Analysis – Inception Phase Summary Report	Phase 2 Product Assessment and Analysis – Inception Phase Summary Report that consolidates ***ACO, SGO and BIP Assessment Report*** and ***Unused Product Capability Assessment Report*** as a result of the Phase 2 Release A Inception Phase activities performed in Section 2.2C.1.a.2 and 2.2C.1.a.2i.
PA2	Phase 2 Release A Elaboration Phase	Phase 2 Product Assessment and Analysis – Elaboration Phase Summary Report	Phase 2 Product Assessment and Analysis – Elaboration Phase Summary Report that includes ***Governance and API Software Review Report*** as a result of the Phase 2 Release A Elaboration Phase activities performed in Section 2.2C.1.b.i.
PA3	Phase 2 Release A Construction Phase	Phase 2 Product Assessment and Analysis - Construction Phase Summary Report	Phase 2 Product Assessment and Analysis - Construction Phase Summary Report that includes ***Governance and API Software Configuration Report*** as a result of the Phase 2 Release A Construction Phase activities performed in Section 2.2C.1.c.2i.

(*) Denotes those deliverables currently identified to be on the critical path, subject to change upon completion of the baselined Workplan, based on mutual agreement between Assessor and Oracle.

8. Financial Estimate

STATEMENT OF WORK PAYMENT SCHEDULE (FP) or LABOR RATES AND ESTIMATED EXPENSES (T&M)

Fees and Expenses: Core Development

You agree to pay Oracle a fee of Eighteen Million Two Hundred Ninety Six Thousand dollars ($18,296,000.00) for services and deliverables described in section 3 of this Statement of Work. This fee includes travel and out of pocket expenses. This fee does not include taxes. Upon completion of a milestone, ninety percent (90%) of the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon Final Acceptance of the Solution in accordance with Sub-paragraphs 5.2 through 5.6 (Final Acceptance) of the Agreement.

As of the Effective Date of this Statement of Work, the below delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the PWP shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the PWP, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports.

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
1	1	Phase 2 Inception	Phase 2 Project Kickoff Presentation	***Phase 2 Project Kickoff Presentation*** summarizes the goals and proposed project execution for Phase 2 AMP	$ 375,000.00	$ 37,500.00	$ 337,500.00
2	2	Phase 2 Inception	Phase 2 Inception Phase Summary Report	Phase 2 Inception Phase Summary Report that consolidates the ***Project Management Plan (PMP), PWP,***	$ 225,000.00	$ 22,500.00	$ 202,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				Configuration and Technology Change Management Plan (CTCMP) and ***Branching and Release Management Plan*** [AY1] [M2] ***(BRMP)***			
3	3	Phase 2 Elaboration	Phase 2 Elaboration Phase Summary Report	This report will consolidate and organize the following documents: 1. ***Technical Architecture Document (TAD), 2. Assessor Modernization System and Data Architecture, Implementation Roadmap, and Governance Plan, 3. Assessor as a Service Assessment document***	$ 275,000.00	$ 27,500.00	$ 247,500.00
4	1	Phase 2 Release A Inception	Phase 2 Release A Inception Phase Summary Report	Phase 2 Release A Inception Phase Summary Report includes ***OKV Assessment Report***	$ 275,000.00	$ 27,500.00	$ 247,500.00
5	2	Phase 2 Release A Construction	Phase 2 Release A Construction Phase Summary Report	Phase 2 Release A Construction Phase Summary Report includes the ***Installation Status Report***	$ 225,000.00	$ 22,500.00	$ 202,500.00
6	2	Phase 2 Release A Test	Phase 2 Release A Test Phase Summary Report [AY1] [M2]	Phase 2 Release A Test Phase Summary Report includes the ***Upgrade Remediation Report***	$ 450,000.00	$ 45,000.00	$ 405,000.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
7	1	Phase 2 Release A Internal Release 1 Inception	IR A-1 Inception Requirements Phase Summary Report	IR A-1 Inception Requirements Phase Summary Report includes ***MoSCoW list*** and ***Requirements Specification*** for Components 9.6, 9.7	$ 375,000.00	$ 37,500.00	$ 337,500.00
8	2	Phase 2 Release A Internal Release 1 Elaboration	IR A-1 Elaboration Design Phase Summary Report	IR A-1 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7	$ 225,000.00	$ 22,500.00	$ 202,500.00
9	3	Phase 2 Release A Internal Release 1 Construction	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)) that includes the ***Construction summary report*** for Internal Release A-1 for Components 9.6, 9.7	$ 175,000.00	$ 17,500.00	$ 157,500.00
10	3	Phase 2 Release A Internal Release 1 Test	IR A-1 Test Phase Summary Report (C9.6, 9.7)	IR A-1 Test Phase Summary Report includes the ***System Test Results*** for Internal Release A-1 for Components 9.6, 9.7	$ 175,000.00	$ 17,500.00	$ 157,500.00
11	3	Phase 2 Release A Internal Release 2 Inception	IR A-2 Inception Phase Requirements Summary Report (C9.6, 9.7)	IR A-2 Inception Phase Requirements Summary Report includes updated ***Requirements Specification*** for	$ 189,680.00	$ 18,968.00	$ 170,712.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				Components 9.6, 9.7			
12	3	Phase 2 Release A Internal Release 2 Elaboration	IR A-2 Elaboration Design Phase Summary Report (C9.6, 9.7)	IR A-2 Elaboration Design Phase Summary Report includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 9.6, 9.7	$ 233,720.00	$ 23,372.00	$ 210,348.00
13	4	Phase 2 Release A Internal Release 2 Construction	IR A-2 Construction Phase Summary Report (C9.6, 9.7)	IR A-2 Construction Phase Summary Report includes the ***Construction summary report*** for Internal Release A-2 for Components 9.6, 9.7	$ 314,915.00	$ 31,491.50	$ 283,423.50
14	4	Phase 2 Release A Internal Release 2 Test	IR A-2 Test Phase Summary Report (C9.6, 9.7)	IR A-2 Test Phase Summary Report that includes the ***System Test Results*** for Internal Release A-2 for Components 9.6, 9.7	$ 245,185.00	$ 24,518.50	$ 220,666.50
15	5	Phase 2 External Release A Transition	External Release A Transition Phase Summary Report (SIT)	The Report covers ***User Reference Manual, User Guide*** and ***SIT results*** of External Release A	$ 275,000.00	$ 27,500.00	$ 247,500.00
16	6	Phase 2 External Release A Transition	External Release A Transition Phase Summary Report (UAT)	The Report covers ***Performance Testing Results, Cut over plan*** and ***Production Migration Summary*** for External Release	$ 275,000.00	$ 27,500.00	$ 247,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				A			
17	7	Phase 2 External Release A Production	External Release A Production Phase Summary Report (IR A-1, IR A-2)	***The External Release A Production Phase Summary Report*** covers Post -Production activities for External Release A	$ 500,000.00	$ 50,000.00	$ 450,000.00
18	2	Phase 2 Release B Security Framework Refactoring Inception	Security Framework Refactoring Inception Phase Summary Report	Security Framework Refactoring Inception Phase Summary report includes the ***Security Requirements Specification document***	$ 225,000.00	$ 22,500.00	$ 202,500.00
19	5	Phase 2 Release B Security Framework Refactoring Elaboration	Security Framework Refactoring Elaboration Phase Summary Report	Security Framework Refactoring Elaboration Phase Design Summary Report that includes the ***Security Technical Design Specification document and Security Test Plan and Test Cases***	$ 275,000.00	$ 27,500.00	$ 247,500.00
20	8	Phase 2 Release B Security Framework Refactoring Construction	Security Framework Refactoring Construction Phase Summary Report	***Security Framework Refactoring Construction Phase Summary report*** outlines software components created during the Construction Phase	$ 475,000.00	$ 47,500.00	$ 427,500.00
21	8	Phase 2 Release B Security Framework	Security Framework Refactoring Test Phase	Security Framework Refactoring Test Phase Summary	$ 475,000.00	$ 47,500.00	$ 427,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
		Refactoring Test	Summary Report	Report includes ***System Test Results.***			
22	1	Phase 2 Release B Internal Release 1 Inception	IR B-1 Inception Requirements Phase Summary Report	IR B-1 Inception Requirements Phase Summary Report includes ***MoSCoW list*** for Components 6,7,8,10 and 11 and ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6	$ 375,000.00	$ 37,500.00	$ 337,500.00
23	2	Phase 2 Release B Internal Release 1 Elaboration	IR B-1 Elaboration Design Phase Summary Report	IR B-1 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6	$ 225,000.00	$ 22,500.00	$ 202,500.00
24	3	Phase 2 Release B Internal Release 1 Construction	IR B-1 Construction Build Phase Summary Report	IR B-1 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-1	$ 175,000.00	$ 17,500.00	$ 157,500.00
25	3	Phase 2 Release B Internal Release 1 Test	IR B-1 Test Phase Summary Report	IR B-1 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-1	$ 175,000.00	$ 17,500.00	$ 157,500.00
26	3	Phase 2	IR B-2	IR B-2 Inception	$ 175,000.00	$ 17,500.00	$ 157,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
		Release B Internal Release 2 Inception	Inception Requirements Phase Summary Report	Requirements Phase Summary Report includes updated ***Requirements Specification*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6			
27	3	Phase 2 Release B Internal Release 2 Elaboration	IR B-2 Elaboration Design Phase Summary Report	IR B-2 Elaboration Design Phase Summary Report includes updated ***Technical Design and Design Specifications, Test Cases*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6	$ 175,000.00	$ 17,500.00	$ 157,500.00
28	4	Phase 2 Release B Internal Release 2 Construction	IR B-2 Construction Build Phase Summary Report	IR B-2 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2	$ 225,000.00	$ 22,500.00	$ 202,500.00
29	4	Phase 2 Release B Internal Release 2 Test	IR B-2 Construction Test Phase Summary Report	IR B-1 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 for Internal Release B-2	$ 225,000.00	$ 22,500.00	$ 202,500.00
30	4	Phase 2 Release B Internal Release 3 Inception	IR B-3 Inception Requirements Phase Summary Report	IR B-3 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components	$ 239,680.00	$ 23,968.00	$ 215,712.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				11.1, 11.7			
31	4	Phase 2 Release B Internal Release 3 Elaboration	IR B-3 Elaboration Design Phase Summary Report	IR B-3 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 11.1, 11.7	$ 283,720.00	$ 28,372.00	$ 255,348.00
32	5	Phase 2 Release B Internal Release 3 Construction	IR B-3 Construction Build Phase Summary Report	IR B-3 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 11.1, 11.7	$ 364,915.00	$ 36,491.50	$ 328,423.50
33	5	Phase 2 Release B Internal Release 3 Test	IR B-3 Test Phase Summary Report	IR B-3 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7	$ 295,185.00	$ 29,518.50	$ 265,666.50
34	5	Phase 2 Release B Internal Release 4 Inception	IR B-4 Inception Requirements Phase Summary Report	IR B-4 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 6.1, 6.4, 6.5, 6.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
35	5	Phase 2 Release B Internal Release 4 Elaboration	IR B-4 Elaboration Design Phase Summary Report	IR B-4 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 6.1, 6.4, 6.5, 6.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
36	6	Phase 2	IR B-4	IR B-4	$ 275,000.00	$ 27,500.00	$ 247,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
		Release B Internal Release 4 Construction	Construction Build Phase Summary Report	Construction Build Phase Summary Report includes ***Construction summary report*** for Components 6.1, 6.4, 6.5, 6.7 and any backlog from IR B-2			
37	6	Phase 2 Release B Internal Release 4 Test	IR B-4 Test Phase Summary Report	IR B-4 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
38	6	Phase 2 Release B Internal Release 5 Inception	IR B-5 Inception Requirements Phase Summary Report	IR B-5 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
39	6	Phase 2 Release B Internal Release 5 Elaboration	IR B-5 Elaboration Design Phase Summary Report	IR B-5 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
40	7	Phase 2 Release B Internal Release 5 Construction	IR B-5 Construction Build Phase Summary Report	IR B-5 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 and	$ 275,000.00	$ 27,500.00	$ 247,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				any backlog from IR B-3			
41	7	Phase 2 Release B Internal Release 5 Test	IR B-5 Test Phase Summary Report	IR B-5 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4, 6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7	$ 275,000.00	$ 27,500.00	$ 247,500.00
42	7	Phase 2 Release B Internal Release 6 Inception	IR B-6 Inception Requirements Phase Summary Report	IR B-6 Inception Requirements Phase Summary Report includes ***Requirements Specification*** for Components 10.1, 10.2	$ 175,000.00	$ 17,500.00	$ 157,500.00
43	7	Phase 2 Release B Internal Release 6 Elaboration	IR B-6 Elaboration Design Phase Summary Report	IR B-6 Elaboration Design Phase Summary Report includes ***Technical Design and Design Specifications, Test Cases*** for Components 10.1, 10.2	$ 175,000.00	$ 17,500.00	$ 157,500.00
44	8	Phase 2 Release B Internal Release 6 Construction	IR B-6 Construction Build Phase Summary Report	IR B-6 Construction Build Phase Summary Report includes ***Construction summary report*** for Components 10.1, 10.2	$ 225,000.00	$ 22,500.00	$ 202,500.00
45	8	Phase 2 Release B Internal Release 6 Test	IR B-6 Test Phase Summary Report	IR B-6 Test Phase Summary Report includes ***System Test Results*** for Components 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 11.1, 11.7, 6.1, 6.4,	$ 225,000.00	$ 22,500.00	$ 202,500.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				6.5, 6.7, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1, 10.2			
46	9	Phase 2 External Release B Transition	External Release B Transition Summary (System User Manual)	The Transition Phase Summary Report includes ***User Reference Manual, User Guide*** for Release B	$ 750,000.00	$ 75,000.00	$ 675,000.00
47	9	Phase 2 External Release B Transition	External Release B Transition Summary (SIT Results)	The Transition Phase Summary Report covers ***SIT results*** for Release B	$ 750,000.00	$ 75,000.00	$ 675,000.00
48	10	Phase 2 External Release B Transition	External Release B Transition Summary (UAT Results)	The Transition Phase Summary Report covers ***UAT results*** for Release B	$ 750,000.00	$ 75,000.00	$ 675,000.00
49	10	Phase 2 External Release B Transition	External Release B Transition Summary (Performance Test Results)	The Transition Phase Summary Report covers ***Performance Test results*** for Release B	$ 750,000.00	$ 75,000.00	$ 675,000.00
50	11	Phase 2 External Release B Transition	External Release B Transition Summary (Cut Over Plan)	The Transition Phase Summary Report covers ***Cut Over Plan*** for Release B	$ 750,000.00	$ 75,000.00	$ 675,000.00
51	12	Phase 2 External Release B Transition	External Release B Transition Summary (Production Migration Summary)	The Transition Phase Summary Report covers ***Production Migration summary*** for Release B	$ 950,000.00	$ 95,000.00	$ 855,000.00
52	13	Phase 2 External Release B Production	External Release B Production Phase Summary Report (IRB-1, IRB-2, IRB-3, IRB-4, IRB-5, IRB-6)	***External Release B Production Phase Summary Report*** summarizes the post production activities	$ 650,000.00	$ 65,000.00	$ 585,000.00
53	13	Phase 2 External Release B Production	Project Closure Document	***The Project Closure Document*** covers the engagement	$ 754,000.00	$ 75,400.00	$ 678,600.00

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
				summary and formal close out of Phase 2 project. (Component 7, Component 11, Component 8, Component 10, Component 6)			
				TOTAL	**$ 18,296,000.00**	$1,829,600.00	$16,466,400.00

* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

Fees and Expenses: Production Operations and Maintenance ("O&M")

You agree to pay Oracle a fee of One Million, Two Hundred Sixty Two Thousand, Five Hundred dollars ($1,262,500.00) for services and deliverables described in Section 5.3 of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. The provisions of Section 7.5 Holdbacks shall not apply to this Production Operations and Maintenance ("O&M"). Upon completion of a milestone the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement.

As of the Effective Date of the Agreement, the below delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the PWP shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the Project Workplan, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports

Deliverable #	Expected Completion Date (End of Month)*	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee - Payment US$
OM1	1	O&M Summary Report Month 1	The report covers O&M activities provided in that month	$ 175,000.00
OM2	2	O&M Summary Report Month 2	The report covers O&M activities provided in that month	$ 175,000.00
OM3	3	O&M Summary Report Month 3	The report covers O&M activities provided in that month	$ 175,000.00

Deliverable #	Expected Completion Date (End of Month)*	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee - Payment US$
OM4	4	O&M Summary Report Month 4	The report covers O&M activities provided in that month	$ 175,000.00
OM5	5	O&M Summary Report Month 5	The report covers O&M activities provided in that month	$ 175,000.00
OM6	6	O&M Summary Report Month 6	The report covers O&M activities provided in that month	$ 175,000.00
OM7	7	O&M Summary Report Month 7	The report covers O&M activities provided in that month	$ 35,400.00
OM8	8	O&M Summary Report Month 8	The report covers O&M activities provided in that month	$ 35,400.00
OM9	9	O&M Summary Report Month 9	The report covers O&M activities provided in that month	$ 35,400.00
OM10	10	O&M Summary Report Month 10	The report covers O&M activities provided in that month	$ 35,400.00
OM11	11	O&M Summary Report Month 11	The report covers O&M activities provided in that month	$ 35,400.00
OM12	12	O&M Summary Report Month 12	The report covers O&M activities provided in that month	$ 35,500.00
			TOTAL	**$ 1,262,500.00**

* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

Fees and Expenses: Security Extensions

You agree to pay Oracle a fee of Two Hundred Forty Three Thousand, Five Hundred dollars (**$243,500.00**) for services and deliverables described in Section 6.4 of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. Upon completion of a milestone, ninety percent (90%) of the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon Final Acceptance of the Solution in accordance with Sub-paragraphs 5.2 through 5.6 (Final Acceptance) of the Agreement.

As of the Effective Date of the Agreement, the below delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the Project Workplan shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the PWP, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports.

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
SE1	1	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 1	The report covers the security configurations created during the Construction Phase Month 1	$ 41,000.00	$ 4,100.00	$ 36,900.00
SE2	2	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 2	The report covers the security configurations created during the Construction Phase Month 2	$ 41,000.00	$ 4,100.00	$ 36,900.00
SE3	3	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 3	The report covers the security configurations created during the Construction Phase Month 3	$ 41,000.00	$ 4,100.00	$ 36,900.00
SE4	4	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 4	The report covers the security configurations created during the Construction Phase – Month 4	$ 41,000.00	$ 4,100.00	$ 36,900.00
SE5	5	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 5	The report covers the security configurations created during the Construction Phase – Month 5	$ 41,000.00	$ 4,100.00	$ 36,900.00
SE6	6	Phase 2 Release B Security Framework Refactoring Construction	Security Configurations Summary Report 6	The report covers the number of security configurations created during the Construction Phase – Month 6	$ 38,500.00	$ 3,850.00	$ 34,650.00
				TOTAL	**$ 243,500.00**	$24,350.00	$219,150.00

* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

Fees and Expenses: Product Assessments and Analysis

You agree to pay Oracle a fee of Two hundred eighty eight thousand dollars ($288,000.00) for services and deliverables described in Section 7.3 of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. Upon completion of a milestone, ninety percent (90%) of the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph

5.1 (Acceptance) of the Agreement. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon Final Acceptance of the Solution in accordance with Sub-paragraphs 5.2 through 5.6 (Final Acceptance) of the Agreement.

As of the Effective Date of this Statement of Work, the below delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the PWP shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the Project Workplan, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports.

Deliverable #	Expected Completion Date (End of Month)*	OUM Phases	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee	10% Holdback	Payment US$
PA1	1	Phase 2 Release A Inception Phase	**Phase** 2 Product Assessment and Analysis – Inception Phase Summary Report	Phase 2 Product Assessment and Analysis – Inception Phase Summary Report that consolidates ***ACO, SGO and BIP Assessment Report*** and ***Unused Product Capability Assessment Report***	$ 175,000.00	$ 17,500.00	$ 157,500.00
PA2	2	Phase 2 Release A Elaboration Phase	Phase 2 Product Assessment and Analysis – Elaboration Phase Summary Report	Phase 2 Product Assessment and Analysis – Elaboration Phase Summary Report that includes ***Governance and API Software Review Report***	$ 90,000.00	$ 9,000.00	$ 81,000.00
PA3	3	Phase 2 Release A Construction Phase	Phase 2 Product Assessment and Analysis - Construction Phase Summary Report	Phase 2 Product Assessment and Analysis - Construction Phase Summary Report that includes ***Governance and API Software Configuration Report***	$ 23,000.00	$ 2,300.00	$ 20,700.00
				TOTAL	**$ 288,000.00**	$28,800.00	$259,200.00

* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

9. Oracle Public Cloud (OPC) Optional Services (IaaS) ["Option 1"]

(YES [ ] or no [ ])

This Section 9 describes optional services that the parties may agree are to be provided pursuant to this SOW. This Section 9 heading includes checkboxes to indicate whether the particular option is to be included in the scope of the SOW. If the checkbox is marked only with "YES" the optional services shall be deemed to be included within scope of the SOW. However, if marked "NO," or not marked, or if both boxes are marked, then such services shall be deemed to be excluded from the scope of this SOW, and neither party will have performance obligations with respect to such excluded services.

This option provides additional scope, specific additional assumptions/obligations and related deliverables and milestones. If this option is picked, it will be executed in conjunction with the Base project and as part of the overall project and estimated duration of 12 months.

1. Oracle Delivery Scope

OPC Setup and configuration of Virtual Machines (VMs)

Oracle will provide the following services related to the setup of Your non-production systems, on the Oracle Public Cloud ("OPC") Infrastructure as a Service ("IaaS"), for Your Assessor Modernization Project, Phase 2 ("AMP P2"), as follows:

1. Create an ***OPC technical deployment architecture document*** that contains the deployment architecture of the VMs to be configured in OPC.
2. Configure up to forty-five (45) virtual machines ("VMs") in up to three (3) non-production lifecycle environments (Phase 2 Alternate Development ("ALT-Dev") system, Phase 2 Alternate Test ("ALT-Test") system, and Phase 2 Alternate Stage ("ALT-Stage") system).
3. Create a summary of the configuration of up to forty-five (45) VMs, in an ***OPC configuration of VMs summary document***.
4. Create a monthly ***IaaS Summary Report*** which includes the ***OPC technical deployment architecture document*** and the ***OPC configuration of VMs summary document***.
5. Update the ***Technical Architecture Document*** and ***the Final Platform and Network Architecture Document*** to incorporate the OPC environments.

Security, Oracle Applications Testing Suite and Build Server configuration for IaaS

Oracle will provide You with the following services in support of Your Oracle Public Cloud ("OPC") Infrastructure as a Service ("IaaS") non-production environments, for Your Assessor Modernization Project, ("AMP"), as follows:

1. Review the Phase I configurations for:
   a. Oracle Enterprise Manager
   b. Oracle Key Vault
   c. Oracle Audit Vault
   d. Oracle Database Firewall

e. Oracle Application Testing Suite
f. Build server that includes Source Control Server (GITLAB) and Continuous Integration Server (Jenkins, Apache Maven and Archiva)
g. Update the ***OPC technical deployment architecture document*** with Security, Oracle Applications Testing Suite and Build Server configuration recommendations to support AMP Phase 2

2. Perform the configuration updates recommended to support AMP Phase 2

IaaS Sys admin support

Oracle will provide You with the following services for twelve (12) months duration of the project related to Your non-production systems hosted on the Oracle Public Cloud ("OPC") Infrastructure as a Service ("IaaS"), for Your Assessor Modernization Project, Phase 2 (AMP P2") as follows:

1. Perform administration and management of the virtual networks, operating systems, servers and storage for up to forty-five (45) virtual machines (VMs) for the three (3) lifecycle environments in the OPC.
2. Create a monthly ***IaaS Sys Admin Support Report*** that documents the activities performed for the above services.
3. Create a monthly ***IaaS Summary Report*** which includes the ***IaaS Sys Admin Support Report***.

2. Specific Project Assumptions/Obligations

Your Obligations

1. Maintain the properly configured required on-premise hardware / operating system platform to support the services.
2. Obtain Cloud Services under separate contract prior to the commencement of services under this SOW and maintain such Cloud Services for the duration of the services provided under this SOW.
3. Maintain annual technical support for the Oracle software and hardware, under separate contract throughout the term of the services.
4. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Be responsible for functional or compatibility issues in Your production systems.
6. Provide database, system, and network administration required by Oracle to support the performance of Services.
7. Provide Oracle with access to graphical design elements, data structures, documentation, applications, databases, mainframe interfaces, and artifacts as requested by Oracle to support the performance of services.
8. Be responsible for the installation, configuration, maintenance, management and support of any and all third party products.
9. Designate a project manager who shall (i) oversee and ensure Your performance of the obligations You are tasked with during the performance of services, and (ii) work directly with the Oracle project manager on a daily basis to support the performance of services.
10. Conduct the project with Oracle according to the finalized Project Management Plan.
11. Your project manager will facilitate the necessary distribution of documentation or correspondence within Your organization.

12. Any personnel assigned to the project by You (whether such personnel are employed by You or is a third party engaged by You) shall be empowered to make decisions on Your behalf.
13. Be responsible for functional or compatibility issues in Your environments that are outside the specific scope of services agreed upon by You and Oracle.
14. County and Oracle agree to collaborate and together address any issues with bandwidth or latency that is discovered to impact the delivery of the project,
15. All network traffic between Oracle IaaS services and assessor shall be secured using a Virtual Private Network (VPN) capability as mutually agreed to by Assessor and Oracle.
16. County will configure its internal network hardware and software to provide Oracle IaaS services environments with access to required internal systems and to prevent access from Oracle IaaS environments to all other systems.
17. Requests from Oracle to Assessor for Network configuration changes to provide Oracle IaaS connectivity to Assessor systems will be executed within five (5) business days.
18. Be responsible for the contractual relationships with third parties contractors and for directing such third parties to fully cooperate with Oracle, and the project team, as and when required by Oracle.
19. You agree to supply a VPN and agree that Oracle may access Your systems using the VPN. You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN.
20. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with Your permission, Oracle resources may choose to perform services on such holidays and / or weekends.

Project Assumptions

1. A Person Day is defined as one (1) resource working for up to eight (8) hours.
2. Any changes to the scope of services including, but not limited to, changes in, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of the services will be subject to Oracle's change control as previously described in the Change Order Process section of this SOW.
3. Migration and performance goals are heavily dependent on technical architecture and hardware. Oracle is not responsible for the performance of the servers, networks, or other hardware elements that are not supplied by Oracle as part of the scope of services.
4. Local Area Network bandwidth is a minimum of one (1) Gigabit Ethernet Data to support data transfer.
5. The four (4) lifecycle environments that are in scope for Phase 2 are:
   a. Alternate Development ("Alt-Dev")
   b. Alternate Test ("Alt-Test")
   c. Alternate Stage ("Alt-Stage") a.k.a. "Alt-Test2"
   d. STAGE
6. You may be working on other projects at the same time that Oracle performs the Services under this SOW. However, the Services that Oracle will perform are only as set forth in the Description of Services. Anything not expressly listed in the SOS Services Scope section of this SOW is not included in the scope of, or estimated fees for, Services.

7. You and Oracle will work together to review and mutually agree upon the baseline PWP, including schedule timeframes, tasks, and resource assignments.
8. Oracle's Oracle Unified Method ("OUM") will be used to perform the IaaS services.
9. The technical architecture will use Oracle's reference architecture.
10. Your decisions and feedback will be given promptly.
11. Oracle is not responsible for any deficiencies in services performed by non-Oracle resources, or any delays attributable to the performance of non-Oracle resources.
12. Decisions made during the performance of services will be the basis for performance of subsequent services. Changes to such decisions will be subject to Oracle's Change Order Process.
13. Anything not expressly listed in the description of services is not included in the scope of, or estimated fees for, services.
14. You and Oracle will work together to review and mutually agree upon the baseline PWP, including IaaS schedule timeframes, tasks, and resource assignments within four (4) weeks after the commencement of IaaS services.
15. You and Oracle will work together to resolve project issues in a timely manner that, for critical issues, is no more than twenty-four (24) hours after the issue is identified by one party to the other party, and for non-critical issues is no more than forty-eight (48) hours after the issue is identified by one party to the other party.
16. Oracle standard documentation formats will be used.
17. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of services.

OPC Setup and Configuration of VM Assumptions

Services will be performed at Your offices in Los Angeles, California and/or remotely.

Security, Oracle Applications Testing Suite and Build Server configuration for IaaS Assumptions

Services will be performed at Your offices in Los Angeles, California and/or remotely.

IaaS Sysadmin Assumptions

Services will be performed remotely.

3. Deliverables

#	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
OPC1*	IaaS Summary Report Month 1	The report includes the ***OPC technical deployment architecture document*** and the ***IaaS Sys Admin Support Report.***
OPC2	IaaS Summary Report Month 2	The report includes the ***OPC configuration of VMs summary document*** and the ***IaaS Sys Admin Support Report.***
OPC3	IaaS Summary Report Month 3	The report includes updates to the ***OPC technical deployment architecture document*** for Security, Oracle Applications Testing Suite and Build Server configuration recommendations to support AMP Phase 2 and the ***IaaS Sys***

#	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
		Admin Support Report.
OPC4	IaaS Summary Report Month 4	The report includes the ***IaaS Sys Admin Support Report***.
OPC5	IaaS Summary Report Month 5	The report includes the ***IaaS Sys Admin Support Report***.
OPC6	IaaS Summary Report Month 6	The report includes the ***IaaS Sys Admin Support Report***.
OPC7	IaaS Summary Report Month 7	The report includes the ***IaaS Sys Admin Support Report***.
OPC8	IaaS Summary Report Month 8	The report includes the ***IaaS Sys Admin Support Report***.
OPC9	IaaS Summary Report Month 9	The report includes the ***IaaS Sys Admin Support Report***.
OPC10	IaaS Summary Report Month 10	The report includes the ***IaaS Sys Admin Support Report***.
OPC11	IaaS Summary Report Month 11	The report includes the ***IaaS Sys Admin Support Report***.
OPC12	IaaS Summary Report Month 12	The report includes the ***IaaS Sys Admin Support Report***.

(*) Denotes those deliverables currently identified to be on the critical path, subject to change upon completion of the baselined Workplan, based on mutual agreement between Assessor and Oracle.

4. Fees and Expenses

You agree to pay Oracle a fee of One Hundred Fifty Thousand dollars ($150,000) for services and deliverables described in this Option 1. This fee includes travel and out of pocket expenses. This fee does not include taxes. Upon completion of a milestone, ninety percent (90%) of the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon Final Acceptance of the Solution, in accordance with Sub-paragraphs 5.2 through 5.6 (Final Acceptance) of the Agreement.

As of the Effective Date of the Agreement, the below estimated delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the Project Workplan shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the PWP, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports

Services performed by Oracle under this Option 1 Fixed Price SOW shall be for the purpose of providing the following deliverables:

Deliverable #	Expected Completion Date (End of Month)*	DELIVERABLE NAME	DELIVERABLES DESCRIPTION	Milestone Fee - Payment US$	10% Holdback	Payment US$
OPC1	1	IaaS Summary Report Month 1	The report includes the ***OPC technical deployment architecture document*** and the ***IaaS Sys Admin Support Report.***	$ 15,000.00	$ 1,500.00	$ 13,500.00
OPC2	2	IaaS Summary Report Month 2	The report includes the ***OPC configuration of VMs summary document*** and the ***IaaS Sys Admin Support Report.***	$ 15,000.00	$ 1,500.00	$ 13,500.00
OPC3	3	IaaS Summary Report Month 3	The report includes updates to the ***OPC technical deployment architecture document*** for Security, Oracle Applications Testing Suite and Build Server configuration recommendations to support AMP Phase 2 and the ***IaaS Sys Admin Support Report***.	$ 20,000.00	$ 2,000.00	$ 18,000.00
OPC4	4	IaaS Summary Report Month 4	The report includes the ***IaaS Sys Admin Support Report***.	$ 20,000.00	$ 2,000.00	$ 18,000.00
OPC5	5	IaaS Summary Report Month 5	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC6	6	IaaS Summary Report Month 6	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC7	7	IaaS Summary Report Month 7	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC8	8	IaaS Summary Report Month 8	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC9	9	IaaS Summary Report Month 9	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC10	10	IaaS Summary Report Month 10	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC11	11	IaaS Summary Report Month 11	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
OPC12	12	IaaS Summary Report Month 11	The report includes the ***IaaS Sys Admin Support Report***.	$ 10,000.00	$ 1,000.00	$ 9,000.00
			TOTAL	**$ 150,000.00**	$15,000.00	$135,000.00

* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

10. Oracle Services (Time & Materials)

Oracle's scope of services under this SOW will also include the services and deliverables described in this Section 10. The Parties agree that the services in this Section 10 are to be provided on a Time & Materials basis.

A. Description of Services

At Your direction, Oracle will provide You with technical assistance with AMP Phase 2 implementation which may include:

1. Provide technical assistance to Your team for Phase 2 activities in existing environments (DEV, TEST, TRAIN, STAGE, PROD, DR*) and new Phase 2 environment (Upgrade/Patch-Test) covering installation, upgrading, patching, hot fixes, deployment, provisioning, configuration, optimization, testing, troubleshooting, training, monitoring, administration, maintaining, and application management services.
2. Provide an update to the existing Mobile Security Strategy.
3. Provide technical assistance to Your team for implementing prior AMP Phase 1 Functional Component D refactoring which includes but is not limited to:
    a. Module Data Conversion (Component 1) Refactoring
    b. Module Parallel Roll Report (Component 2) Refactoring
    c. Module Base Year Values (Component 3) Refactoring
    d. Module Assessor Portal (Component 4) Refactoring
    e. Module Case Management Pilot (Component 5) Refactoring
    f. Module Management & Monitoring (M&M) Refactoring
    g. Module VOIP CTI Refactoring
4. Provide technical assistance to Your team for implementing AMP Phase 2 Functional Component 6 which includes but in not limited to:
    a. Module Tax Rate Area (TRA) Management
    b. Module Mapping Services Workflow
5. Provide technical assistance to Your team for implementing prior AMP Phase 2 Functional Component 9 which includes but in not limited to:
    a. Module Enterprise Content Management ("ECM") Interfaces
    b. Module Data Quality Management ("DQM") Interfaces
    c. Module Parcel Change Detail Listing ("PCDL") Interfaces
    d. Module Transfer Information and Title Access Network ("TITAN") Interfaces
    e. Module Authorized Agent Inquiry
    f. Module Legacy Transactions
6. Provide technical assistance to Your team for implementing AMP Phase 2 Functional Component 10 which includes but in not limited to:
    a. Module Market Value Predictor (MVP) Integration
    b. Module ADS/13 Replacement
    c. Module Market Indices
7. Provide technical assistance to Your team for implementing AMP Phase 2 Functional Component 11 which includes but in not limited to:
    a. Module Correspondence

b. Module Legacy (Ownership) Transactions
c. Module Data Quality Maintenance
d. Module Discovery Module
e. Module Miscellaneous Propositions (except Public Service Master module and Prop 58/193 functionality)

8. Provide technical assistance to Your team during AMP Phase 2 implementation for the following products:
   a. Oracle Data Integrator
   b. Oracle Database
   c. Oracle Enterprise Manager
   d. Oracle Security
   e. Oracle Real User Experience Insight
   f. Oracle Fusion Middleware
   g. Oracle Business Process Management
   h. Oracle WebCenter
   i. Oracle SOA
   j. Oracle Application Testing
   k. Oracle Mobility
   l. Oracle Application Development Framework
   m. Oracle Policy Automation
   n. Oracle Application Express
9. Provide technical assistance to Your team for implementing updates to prior AMP Phase 1 Component C Security Framework Strategy and Enhancements.
10. Deliverables: The services specified above are provided to assist you with the development of the following deliverables.

Expected Completion Date (End of Month)	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
1	Summary Report Month 1	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
2	Summary Report Month 2	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
3	Summary Report Month 3	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.

Expected Completion Date (End of Month)	DELIVERABLE NAME	DELIVERABLES DESCRIPTION
4	Summary Report Month 4	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
5	Summary Report Month 5	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
6	Summary Report Month 6	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
7	Summary Report Month 7	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
8	Summary Report Month 8	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
9	Summary Report Month 9	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
10	Summary Report Month 10	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
11	Summary Report Month 11	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.
12	Summary Report Month 11	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.

B. Your Obligations and Project Assumptions

1. Maintain the properly configured hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Provide, for all Oracle resources performing services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
6. Provide any notices, and obtain any consents, required for Oracle to perform services.
7. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
8. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
9. Be responsible for day to day management of the project, project work schedule and associated outputs.
10. Participate in and assist with all services tasks.
11. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of services.
12. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with Your permission, Oracle resources may choose to perform services on such holidays and/or weekends.

Project Assumptions

1. A Person Day is defined as one (1) resource working for up to eight (8) hours.
2. Payment to Oracle will be for all of the hours spent performing services and is not tied to any task outputs.
3. The fee estimate is an estimate only, is based on the limited information available to Oracle at the time of the estimate, assumes that You and Oracle will agree to a staff augmentation model, and assumes that You will be solely responsible for the project management and direction of services.
4. Oracle is not obligated to provide any onsite services at Your facilities in periods of less than forty (40) hours per week per resource.
5. The person days and fee estimates contained herein may not be sufficient to perform or complete all of the tasks referenced in the description of services.
6. Services shall be performed at Your facilities located at Los Angeles, CA.
7. Services shall be performed at Oracle's facilities, unless otherwise mutually agreed in writing by the parties.
8. Services may be performed remotely.

9. Oracle's standard documentation format will be used for any documentation prepared and / or delivered during the performance of services.

You shall designate a project manager who shall be solely responsible for project management associated with this SOW and the direction of services provided to You by Oracle under this SOW. Oracle shall provide services under this SOW under the direction of such project manager, who shall make all decisions in connection with project management and direction of services under this SOW.

Network Access.

In order for Oracle to perform services under this Statement of Work, You will provide virtual private network ("**VPN**") access to Your systems through a network connection You create between Oracle and Your systems.

A. You are responsible for ensuring that Your network and systems comply with specifications Oracle provides prior to the commencement of the services and that all components of Your Oracle software environment are accessible through the VPN.
B. You are responsible for acquiring and maintaining any equipment, and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle software environment.
C. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle's onsite remote and offshore (i.e., located outside of the United States) resources.

   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this SOW, You agree to pay for any increased costs resulting from such failure. Oracle will prepare an amendment to this SOW for the change in the services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of under this SOW.

C. Base Financial Estimate:

The services specified above are provided on a time and materials ("**T&M**") basis; that is, You shall pay Oracle for all of the time spent performing such services, plus materials, and taxes.

For a period of one year from the Effective Date of the Agreement, the services will be provided at the rates set forth below.

Consultant Level		Effective Rate ($/Hourly)
9	Senior Practice Director	$ 390.75
8	Senior Technical Director	$ 358.75
7	Practice Director	$ 315.75
6T	Technical Director	$ 295.75
6M	Technical Manager	$ 295.75
5	Practice Manager	$ 265.75

Consultant Level		Effective Rate ($/Hourly)
4	Senior Principal	$ 225.75
3	Managing Principal	$ 201.75
Reston Deliver Center (RDC)		
	RDC Principal	$ 177.10
	RDC Sr. Consultant	$ 145.47
	RDC Staff	$ 126.50
	RDC Associate	$ 94.87
Global Service Delivery (GSD)		
9	Senior Practice Director Remote	$ 140.15
8	Senior Technical Director Remote	$ 131.53
7	Technical Manager Remote	$ 96.43
6	Senior Principal Remote	$ 75.47
5	Principal Remote	$ 55.37
4	Senior Remote	$ 42.17
3	3 Staff Remote	$ 36.74
2	Assoc. Remote	$ 30.44

All fees and expenses will be invoiced monthly. The fee estimate for labor and expenses performed under this Statement of Work is one million dollars ($1,000.000.00). These estimates and any other estimates related to this SOW are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. The provisions of Section 7.5 Holdbacks shall not apply to this service. Oracle will invoice You for actual time spent performing the services, as contained out in the applicable Summary Report, once accepted in accordance with the Agreement, plus materials, and taxes; such invoice may exceed the total estimated amount documented above. Once fees for services reach the estimate, Oracle will cooperate with You to provide continuing services on a T&M basis.

These rates include travel expenses and mobility costs if applicable.

This quote is valid through November 18th, 2016 and shall become binding upon execution by LAC Assessor and acceptance by Oracle.

Attachment A – AMP Workflow Principles

The following “AMP Workflow Principles” are excerpted from Appendix F of the AMP Technical Architecture Document written by Oracle (file name “AMP-Architecture-D7-Final-2a.docx” version 2a last updated 5 May, 2016.

AMP stakeholders defined a set of principles for AMP Component design guidance. These principles reflect the constraints for workflow activities between roles.

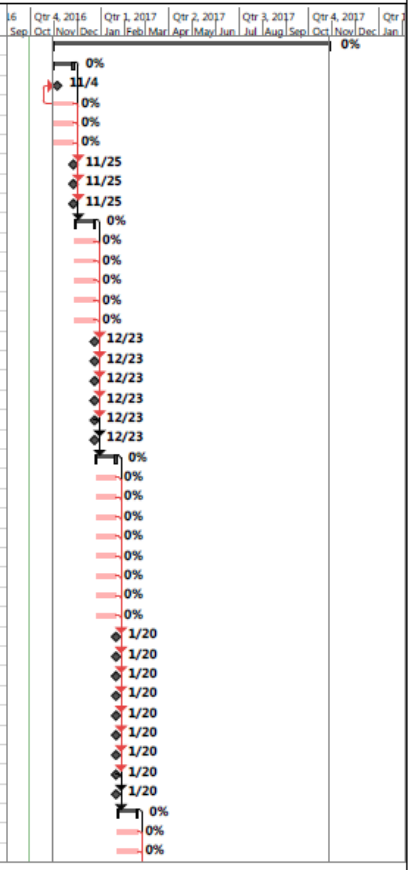
1. Workflow should be as flexible as possible with the following limitations.
2. Global permissions to PA’s and above. Assign, Reassign, Approve, Reject Work, Delegate, etc. across Districts/Divisions
   - Each staff member is assigned to a user group (e.g., North district) and the software uses this assignment to determine what a user can and cannot do.
   - More concerned about cross (inter) District versus internal (intra) District
3. Intra-district permissions to Supervisors
4. Any employee can initiate a work task (clerical/appraiser)
   - Able to create (initiate) a work task, but cannot assign it across Districts. Users cannot self-assign an existing work task. Once given (assigned) a work task, the assignee cannot re-assign the task to someone else. All work must be approved
5. Line staff cannot assign, reassign, approve, reject, delegate work tasks with the following exception.
   - Appraisers may self-assign only when initiating a work-task. Differentiation between:
     - Self-initiation of work tasks
     - Self-assignment of work tasks
6. Approval responsibility defaults to the line staff’s supervisor, with the following exception:
   - For inter-District/Division assignments, approval responsibility defaults to the Manager/Supervisor who assigned the work task
   - In the case of an appraisers self-assignment, approval responsibility defaults to the appraiser’s direct supervisor
7. Workflow accommodation for Special Project Task Forces, e.g., Base Year Value Task Force.
8. Workflow auditing capabilities: who, what, when, how
   - Email notification when workflow exceptions are triggered, for example:
     - When work is assigned across Districts/Divisions
     - Self-initiation of work tasks
     - Others still to be defined
   - Notify supervisors when non-standard event occur (e.g., self-initiated tasks).
9. General Workflow Milestones: Unassigned, Assigned, Submitted/Worked/Pending Review, Held (e.g., held for further information), Redo/Rework, Reviewed/Approved, Escalation Review, Pending Post (to Legacy), Processed/Enrolled

Attachment B – High Level Project Timeline

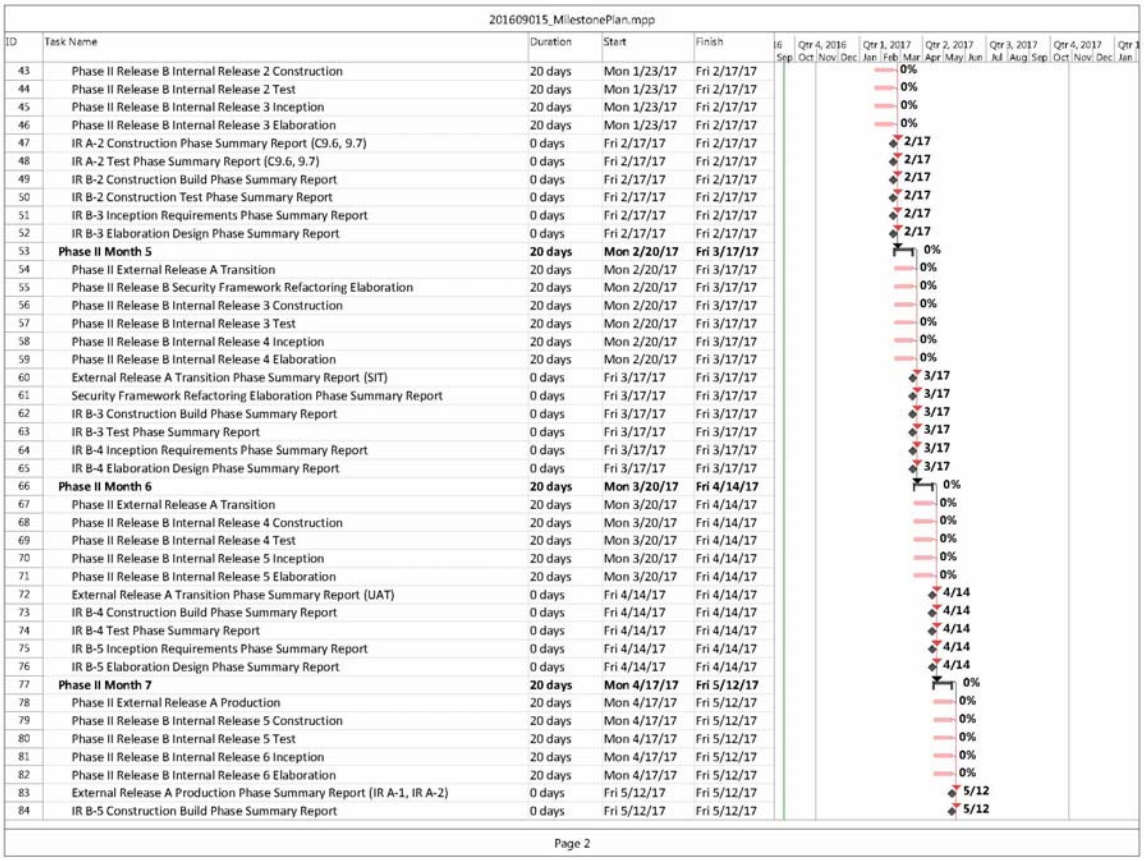
All dates are targeted estimates.

201609029_MilestonePlan.mpp

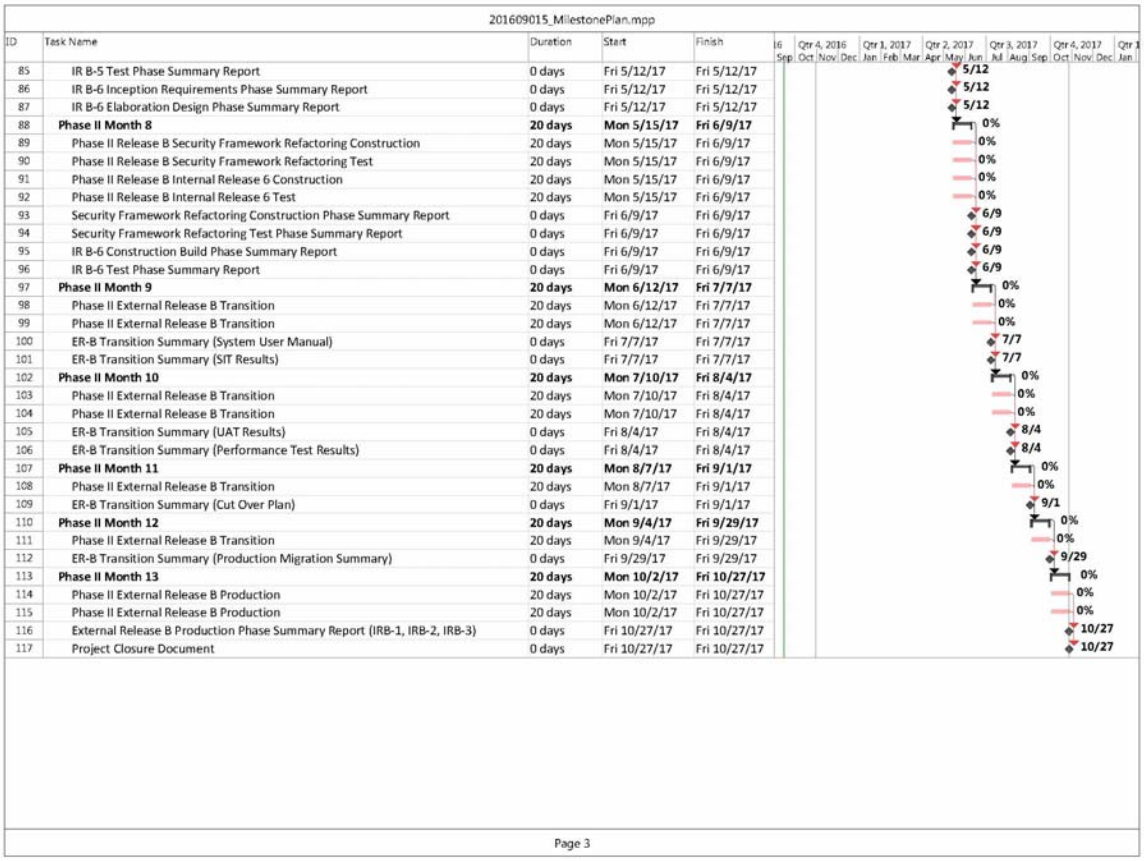
ID	Task Name	Duration	Start	Finish
1	**AMP - Phase II**	**260 days**	**Mon 10/31/16**	**Fri 10/27/17**
2	**Phase II Month 1**	**20 days**	**Mon 10/31/16**	**Fri 11/25/16**
3	Phase II Project Kickoff Presentation	0 days	Fri 11/4/16	Fri 11/4/16
4	Phase II Release A Inception	20 days	Mon 10/31/16	Fri 11/25/16
5	Phase II Release A Internal Release 1 Inception	20 days	Mon 10/31/16	Fri 11/25/16
6	Phase II Release B Internal Release 1 Inception	20 days	Mon 10/31/16	Fri 11/25/16
7	Phase II Release A Inception Phase Summary Report	0 days	Fri 11/25/16	Fri 11/25/16
8	IR A-1 Inception Requirements Phase Summary Report	0 days	Fri 11/25/16	Fri 11/25/16
9	IR B-1 Inception Requirements Phase Summary Report	0 days	Fri 11/25/16	Fri 11/25/16
10	**Phase II Month 2**	**20 days**	**Mon 11/28/16**	**Fri 12/23/16**
11	Phase II Release A Construction	20 days	Mon 11/28/16	Fri 12/23/16
12	Phase II Release A Test	20 days	Mon 11/28/16	Fri 12/23/16
13	Phase II Release A Internal Release 1 Elaboration	20 days	Mon 11/28/16	Fri 12/23/16
14	Phase II Release B Security Framework Refactoring Inception	20 days	Mon 11/28/16	Fri 12/23/16
15	Phase II Release B Internal Release 1 Elaboration	20 days	Mon 11/28/16	Fri 12/23/16
16	Phase II Release A Construction Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
17	Phase II Release A Test Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
18	IR A-1 Elaboration Design Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
19	Security Framework Refactoring Inception Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
20	IR B-1 Elaboration Design Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
21	Phase II Inception Phase Summary Report	0 days	Fri 12/23/16	Fri 12/23/16
22	**Phase II Month 3**	**20 days**	**Mon 12/26/16**	**Fri 1/20/17**
23	Phase II Release A Internal Release 1 Construction	20 days	Mon 12/26/16	Fri 1/20/17
24	Phase II Release A Internal Release 1 Test	20 days	Mon 12/26/16	Fri 1/20/17
25	Phase II Release A Internal Release 2 Inception	20 days	Mon 12/26/16	Fri 1/20/17
26	Phase II Release A Internal Release 2 Elaboration	20 days	Mon 12/26/16	Fri 1/20/17
27	Phase II Release B Internal Release 1 Construction	20 days	Mon 12/26/16	Fri 1/20/17
28	Phase II Release B Internal Release 1 Test	20 days	Mon 12/26/16	Fri 1/20/17
29	Phase II Release B Internal Release 2 Inception	20 days	Mon 12/26/16	Fri 1/20/17
30	Phase II Release B Internal Release 2 Elaboration	20 days	Mon 12/26/16	Fri 1/20/17
31	IR A-1 Construction Build Phase Summary Report (C9.6, 9.7)	0 days	Fri 1/20/17	Fri 1/20/17
32	IR A-1 Test Phase Summary Report (C9.6, 9.7)	0 days	Fri 1/20/17	Fri 1/20/17
33	IR A-2 Inception Phase Requirements Summary Report (C9.6, 9.7)	0 days	Fri 1/20/17	Fri 1/20/17
34	IR A-2 Elaboration Design Phase Summary Report (C9.6, 9.7)	0 days	Fri 1/20/17	Fri 1/20/17
35	IR B-1 Construction Build Phase Summary Report	0 days	Fri 1/20/17	Fri 1/20/17
36	IR B-1 Test Phase Summary Report	0 days	Fri 1/20/17	Fri 1/20/17
37	IR B-2 Inception Requirements Phase Summary Report	0 days	Fri 1/20/17	Fri 1/20/17
38	IR B-2 Elaboration Design Phase Summary Report	0 days	Fri 1/20/17	Fri 1/20/17
39	Phase II Elaboration Phase Summary Report	0 days	Fri 1/20/17	Fri 1/20/17
40	**Phase II Month 4**	**20 days**	**Mon 1/23/17**	**Fri 2/17/17**
41	Phase II Release A Internal Release 2 Construction	20 days	Mon 1/23/17	Fri 2/17/17
42	Phase II Release A Internal Release 2 Test	20 days	Mon 1/23/17	Fri 2/17/17



Page 1



ID	Task Name	Duration	Start	Finish
43	Phase II Release B Internal Release 2 Construction	20 days	Mon 1/23/17	Fri 2/17/17
44	Phase II Release B Internal Release 2 Test	20 days	Mon 1/23/17	Fri 2/17/17
45	Phase II Release B Internal Release 3 Inception	20 days	Mon 1/23/17	Fri 2/17/17
46	Phase II Release B Internal Release 3 Elaboration	20 days	Mon 1/23/17	Fri 2/17/17
47	IR A-2 Construction Phase Summary Report (C9.6, 9.7)	0 days	Fri 2/17/17	Fri 2/17/17
48	IR A-2 Test Phase Summary Report (C9.6, 9.7)	0 days	Fri 2/17/17	Fri 2/17/17
49	IR B-2 Construction Build Phase Summary Report	0 days	Fri 2/17/17	Fri 2/17/17
50	IR B-2 Construction Test Phase Summary Report	0 days	Fri 2/17/17	Fri 2/17/17
51	IR B-3 Inception Requirements Phase Summary Report	0 days	Fri 2/17/17	Fri 2/17/17
52	IR B-3 Elaboration Design Phase Summary Report	0 days	Fri 2/17/17	Fri 2/17/17
53	**Phase II Month 5**	**20 days**	**Mon 2/20/17**	**Fri 3/17/17**
54	Phase II External Release A Transition	20 days	Mon 2/20/17	Fri 3/17/17
55	Phase II Release B Security Framework Refactoring Elaboration	20 days	Mon 2/20/17	Fri 3/17/17
56	Phase II Release B Internal Release 3 Construction	20 days	Mon 2/20/17	Fri 3/17/17
57	Phase II Release B Internal Release 3 Test	20 days	Mon 2/20/17	Fri 3/17/17
58	Phase II Release B Internal Release 4 Inception	20 days	Mon 2/20/17	Fri 3/17/17
59	Phase II Release B Internal Release 4 Elaboration	20 days	Mon 2/20/17	Fri 3/17/17
60	External Release A Transition Phase Summary Report (SIT)	0 days	Fri 3/17/17	Fri 3/17/17
61	Security Framework Refactoring Elaboration Phase Summary Report	0 days	Fri 3/17/17	Fri 3/17/17
62	IR B-3 Construction Build Phase Summary Report	0 days	Fri 3/17/17	Fri 3/17/17
63	IR B-3 Test Phase Summary Report	0 days	Fri 3/17/17	Fri 3/17/17
64	IR B-4 Inception Requirements Phase Summary Report	0 days	Fri 3/17/17	Fri 3/17/17
65	IR B-4 Elaboration Design Phase Summary Report	0 days	Fri 3/17/17	Fri 3/17/17
66	**Phase II Month 6**	**20 days**	**Mon 3/20/17**	**Fri 4/14/17**
67	Phase II External Release A Transition	20 days	Mon 3/20/17	Fri 4/14/17
68	Phase II Release B Internal Release 4 Construction	20 days	Mon 3/20/17	Fri 4/14/17
69	Phase II Release B Internal Release 4 Test	20 days	Mon 3/20/17	Fri 4/14/17
70	Phase II Release B Internal Release 5 Inception	20 days	Mon 3/20/17	Fri 4/14/17
71	Phase II Release B Internal Release 5 Elaboration	20 days	Mon 3/20/17	Fri 4/14/17
72	External Release A Transition Phase Summary Report (UAT)	0 days	Fri 4/14/17	Fri 4/14/17
73	IR B-4 Construction Build Phase Summary Report	0 days	Fri 4/14/17	Fri 4/14/17
74	IR B-4 Test Phase Summary Report	0 days	Fri 4/14/17	Fri 4/14/17
75	IR B-5 Inception Requirements Phase Summary Report	0 days	Fri 4/14/17	Fri 4/14/17
76	IR B-5 Elaboration Design Phase Summary Report	0 days	Fri 4/14/17	Fri 4/14/17
77	**Phase II Month 7**	**20 days**	**Mon 4/17/17**	**Fri 5/12/17**
78	Phase II External Release A Production	20 days	Mon 4/17/17	Fri 5/12/17
79	Phase II Release B Internal Release 5 Construction	20 days	Mon 4/17/17	Fri 5/12/17
80	Phase II Release B Internal Release 5 Test	20 days	Mon 4/17/17	Fri 5/12/17
81	Phase II Release B Internal Release 6 Inception	20 days	Mon 4/17/17	Fri 5/12/17
82	Phase II Release B Internal Release 6 Elaboration	20 days	Mon 4/17/17	Fri 5/12/17
83	External Release A Production Phase Summary Report (IR A-1, IR A-2)	0 days	Fri 5/12/17	Fri 5/12/17
84	IR B-5 Construction Build Phase Summary Report	0 days	Fri 5/12/17	Fri 5/12/17



201609015_MilestonePlan.mpp

ID	Task Name	Duration	Start	Finish
85	IR B-5 Test Phase Summary Report	0 days	Fri 5/12/17	Fri 5/12/17
86	IR B-6 Inception Requirements Phase Summary Report	0 days	Fri 5/12/17	Fri 5/12/17
87	IR B-6 Elaboration Design Phase Summary Report	0 days	Fri 5/12/17	Fri 5/12/17
88	**Phase II Month 8**	**20 days**	**Mon 5/15/17**	**Fri 6/9/17**
89	Phase II Release B Security Framework Refactoring Construction	20 days	Mon 5/15/17	Fri 6/9/17
90	Phase II Release B Security Framework Refactoring Test	20 days	Mon 5/15/17	Fri 6/9/17
91	Phase II Release B Internal Release 6 Construction	20 days	Mon 5/15/17	Fri 6/9/17
92	Phase II Release B Internal Release 6 Test	20 days	Mon 5/15/17	Fri 6/9/17
93	Security Framework Refactoring Construction Phase Summary Report	0 days	Fri 6/9/17	Fri 6/9/17
94	Security Framework Refactoring Test Phase Summary Report	0 days	Fri 6/9/17	Fri 6/9/17
95	IR B-6 Construction Build Phase Summary Report	0 days	Fri 6/9/17	Fri 6/9/17
96	IR B-6 Test Phase Summary Report	0 days	Fri 6/9/17	Fri 6/9/17
97	**Phase II Month 9**	**20 days**	**Mon 6/12/17**	**Fri 7/7/17**
98	Phase II External Release B Transition	20 days	Mon 6/12/17	Fri 7/7/17
99	Phase II External Release B Transition	20 days	Mon 6/12/17	Fri 7/7/17
100	ER-B Transition Summary (System User Manual)	0 days	Fri 7/7/17	Fri 7/7/17
101	ER-B Transition Summary (SIT Results)	0 days	Fri 7/7/17	Fri 7/7/17
102	**Phase II Month 10**	**20 days**	**Mon 7/10/17**	**Fri 8/4/17**
103	Phase II External Release B Transition	20 days	Mon 7/10/17	Fri 8/4/17
104	Phase II External Release B Transition	20 days	Mon 7/10/17	Fri 8/4/17
105	ER-B Transition Summary (UAT Results)	0 days	Fri 8/4/17	Fri 8/4/17
106	ER-B Transition Summary (Performance Test Results)	0 days	Fri 8/4/17	Fri 8/4/17
107	**Phase II Month 11**	**20 days**	**Mon 8/7/17**	**Fri 9/1/17**
108	Phase II External Release B Transition	20 days	Mon 8/7/17	Fri 9/1/17
109	ER-B Transition Summary (Cut Over Plan)	0 days	Fri 9/1/17	Fri 9/1/17
110	**Phase II Month 12**	**20 days**	**Mon 9/4/17**	**Fri 9/29/17**
111	Phase II External Release B Transition	20 days	Mon 9/4/17	Fri 9/29/17
112	ER-B Transition Summary (Production Migration Summary)	0 days	Fri 9/29/17	Fri 9/29/17
113	**Phase II Month 13**	**20 days**	**Mon 10/2/17**	**Fri 10/27/17**
114	Phase II External Release B Production	20 days	Mon 10/2/17	Fri 10/27/17
115	Phase II External Release B Production	20 days	Mon 10/2/17	Fri 10/27/17
116	External Release B Production Phase Summary Report (IRB-1, IRB-2, IRB-3)	0 days	Fri 10/27/17	Fri 10/27/17
117	Project Closure Document	0 days	Fri 10/27/17	Fri 10/27/17

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Exhibit A – AMP Phase 2 Comp Requirements and Rules Matrix

21Sep16_Exhibit A -AMP Phase II Comp

ACCEPTANCE CERTIFICATE

Customer: LA County Assessor

Project #: 300XXXXXX

Project: Assessor Modernization Project (AMP) Phase 2

Initiated by: F. Name L Name, Oracle Project Manager

Date: Month, DD, YYYY

Title of Deliverable:

Deliverable Title

Project Deliverable Number:

Deliverable XX – XXXXXXXXXXXXXXX

Type:
- ❑ Proposal
- ❑ Specification
- ❑ Form
- ❑ Manual
- ☑ Other

Deliverable Description:

XXXXXXXXXXXXXX

CHANGE ORDER FORM

Change Order Form (COF) Number: _____

Customer name: Date Raised: Date Resolution Required: Functional Area: Project Number: Ordering Document Number: Phase/Process: Priority: (Check one) ☐ High ☐ Medium ☐ Low	Customer Request? (Check one): ☐Yes ☐ No Requested by (Customer): Prepared by (Oracle):
Status (check one): ☐ Under Oracle Review ☐ Under Customer Review ☐ Reviewed	
Reason for Change:	
Investigation and Findings:	
Details of Change: Scope of Work Deliverables/Milestones [fixed price only] Customer Obligations/ Assumptions	
Impact of Change: Impact on Detailed Implementation Plan (including timescales where applicable) Impact on Services: Financial Impact? ☐ Yes ☐ No ☐ None at this point If Yes, estimated Financial impact:	

Recommendation: ☐ Agreed – Ordering document amendment required ☐ Agreed – no ordering document amendment required ☐ Rejected – no further action required Recommendation acknowledged by: _____(Customer) _____ (Date) _____(Oracle) _____ (Date)	
This change order form is intended merely to document offers for proposed changes and is not intended to amend the SOW document. Any changes to time, scope, or cost must be specified in an SOW amendment signed by you and Oracle.	
Associated Problem Report:	Associated Risk and Issue Form:

ORACLE

CHANGE ORDER DOCUMENT/EXHIBIT AMENDMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

This change order document/exhibit amendment ***{insert number e.g. one, two, etc.}*** amends the document and/or exhibit(s) listed below and all change order document/exhibit amendments thereto (the "change order document") between you and Oracle America, Inc. ("Oracle").

The change order document/exhibit is amended as follows:

A. AMENDMENT DETAILS

1. Change Order document
   You and Oracle hereby agree to amend the document reference _____as follows:

   a. ***{specify any other changes to the Change Order Document}***

2. Exhibit ***{Insert Exhibit naming convention here }***

   You and Oracle hereby agree to amend the exhibit _____ as follows:
   a. ***{Specify modification to services, rates, estimated fees, actual fees, expenses, project***

3. ***{Exhibit #-Exhibit Type-PA# - Repeat as necessary if you are amending more than one exhibit****.}*

B. ADDITIONAL TERMS

1. Order of Precedence. In the event of any inconsistencies between the document and this change order document/exhibit amendment ***{insert number e.g. one, two, etc.}***, this change order document/exhibit amendment ***{insert number e.g. one, two, etc.}*** shall take precedence.

2. Other. Subject to the modifications herein, the document and applicable exhibit(s) shall remain in full force and effect.

This quote is valid through _____, 2016 and shall become binding upon execution by you and acceptance by Oracle.

County of Los Angeles	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Change Order Document Effective Date:

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if Its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall 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. 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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

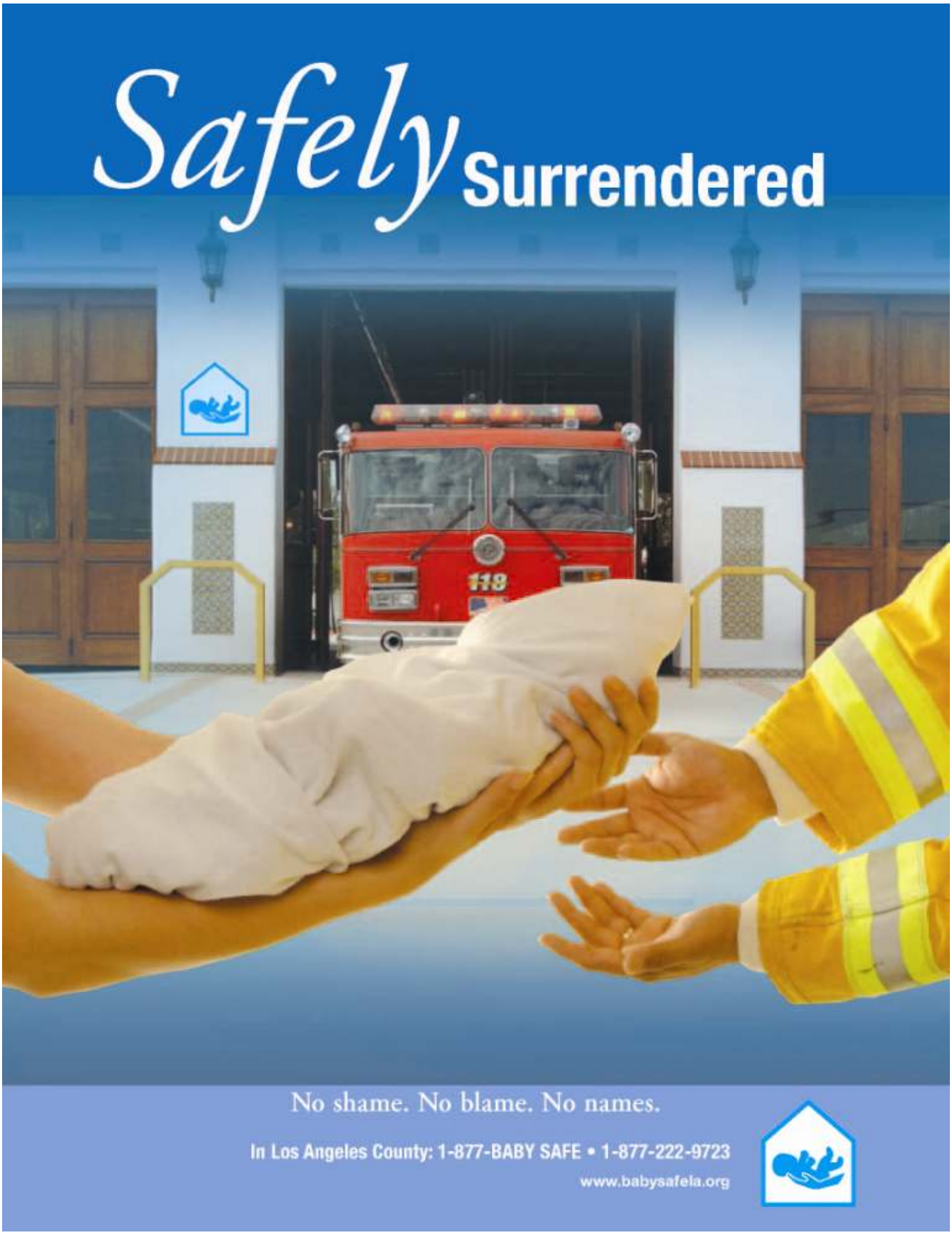
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

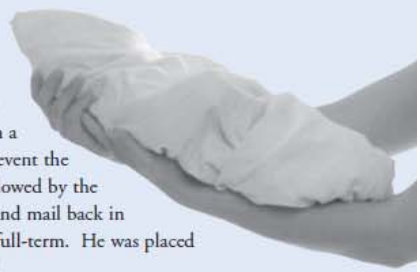
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

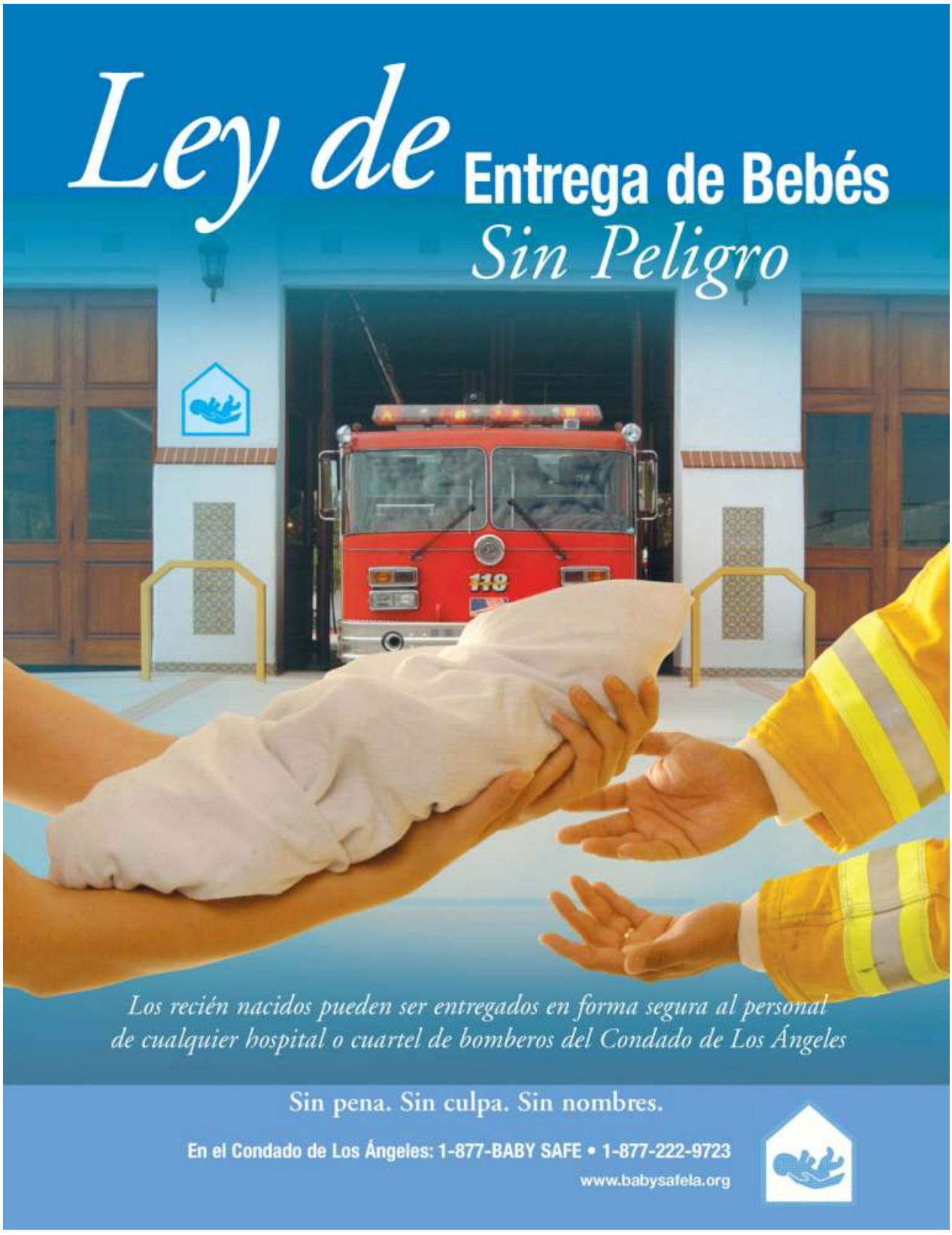
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ORACLE IAAS ORDERING DOCUMENT

[To be attached]

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	LOS ANGELES COUNTY ASSESSOR	**Contact**	Scott Thornberry
Address	500 W Temple St Ste 225 Los Angeles CA 90012	**Phone Number**	2139741161
		Email Address	sthornberry@assessor.lacounty.gov

New Subscription

Cloud Services			**Service Period: 12 months**	
Data Region: North America	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B82811 - Oracle Compute Cloud Service - Dedicated Compute Capacity - Model 500 - Hosted Environment	1	12 mo	35,000.00	420,000.00
B83456 - Oracle Storage Cloud Service - Non-metered - TB of Storage Capacity	10	12 mo	21.00	2,520.00
B83455 - Oracle Compute Cloud Service - Block Storage - Non-metered - TB of Storage Capacity	50	12 mo	35.00	21,000.00
B76557 - Oracle Database Backup Service - TB of Storage Capacity	1	12 mo	23.10	277.20
		Subtotal		443,797.20

Fee Description		**Net Fee**
Cloud Services Fees		443,797.20
Net Fees		443,797.20
Total Fees		443,797.20

A. Terms of Your Order

1. Agreement

The Public Sector Agreement for Cloud Services (Oracle reference number US-CSA-CPQ-127908, the "Cloud Agreement") is attached hereto as Attachment A and incorporated herein as part of this ordering document.

2. Payment

Net 30 days from invoice date

3. Payment Frequency:

Quarterly in Arrears

4. Currency:

US Dollars

5. Offer Valid through:

30-NOV-2016

6. Services Period

The Services Period for the Services is for 12 months, as specified in the tables above section A, and commences on the "Cloud Services Start Date" for each Service, which will be the date that the User login names and password are issued to you to access the Services.

7. Service Specifications

Service Specifications applicable to the Cloud Services ordered may be accessed at www.oracle.com/contracts.

B. Additional Order Terms

1. Option Years

You shall have an option to renew your subscription for the services listed in the table above at the same usage limits for two (2) additional 12-month renewal periods, each an "Option Year" for the fees listed below. Professional Services are not included in the Option Years.

• Option Year One: $443,797.20

• Option Year Two: $443,797.20

The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document

2. Termination for Convenience

At any time following the completion of the 12-month Services Period specified in this order, if You renew your subscription in accordance with Section B.1 (Option Years) You shall have the right to terminate such Option Year without cause upon not less than ninety (90) days prior written notice to Oracle ("Termination Notice Period"). You are responsible for paying Oracle for all Services performed through the effective date of termination.

LOS ANGELES COUNTY ASSESSOR

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	LOS ANGELES COUNTY ASSESSOR	**Customer Name**	LOS ANGELES COUNTY ASSESSOR
Customer Address	500 W Temple St Ste 225 Los Angeles CA 90012	**Customer Address**	500 W Temple St Ste 225 Los Angeles CA 90012
Contact Name	Scott Thornberry	**Contact Name**	Scott Thornberry
Contact Phone	2139741161	**Contact Phone**	2139741161
Contact Email	sthornberry@assessor.lacounty.gov	**Contact Email**	sthornberry@assessor.lacounty.gov

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Cloud Agreement") is by and between Oracle America, Inc. ("Oracle" "we," "us," or "our") and the Los Angeles County Assessor ("You"). This Cloud Agreement sets forth the terms and conditions that govern the ordering document with footer reference number CPQ-127908 ("order" or "ordering document") to which this Cloud Agreement is attached as Attachment A and as part of which this Cloud Agreement is incorporated.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services" and referred to in the AMP Phase II Agreement as "Oracle IaaS") available to You pursuant to this Cloud Agreement and Your order. Except as otherwise stated in this Cloud Agreement or Your order, You have the nonexclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Cloud Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Cloud Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the "Acceptable Use Policy"). In addition to other rights that we have in this Cloud Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Cloud Agreement or Your order. Except as may otherwise be stated in Your order, You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Cloud Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Cloud Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle except that You are entitled to use the Services to build a system that You are entitled to later use to provide tax assessor services to other governmental entities (however, any provision of tax assessor services by You through the Oracle Cloud to other entities is not covered by this order or this Cloud Agreement and Your use of Oracle Cloud for such a purpose must be covered in a separate order); or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Cloud Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Cloud Agreement, the parties may disclose information that is confidential ("Confidential Information"). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Cloud Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and this Cloud Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In performing the Services, Oracle will comply with all applicable data protection laws to the extent that such laws by their terms impose obligations directly on Oracle in connection with providing the Services specified in the order.

5.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes how we will process Personal Data that You provide to us as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and our provision of, the Services.

5.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. We and our affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Cloud Agreement. You may disclose or transfer, or instruct us to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer we are no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

5.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide us access to health, payment card or similarly sensitive personal information that imposes specific data security obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

5.6 **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

5.7 **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

a. As applicable network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and

d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

5.8 **Audits**.

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, or similar audit report performed by a qualified third party auditor within the prior twelve months and Contractor confirms there are no known material changes in the controls audited, County agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The audit must be conducted during regular business hours at the applicable facility, subject to Contractor policies, and may not unreasonably interfere with Contractor business activities.

County will provide GIS any audit reports generated in connection with any audit under this section, unless prohibited by law. County may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at County's expense. Any request for Contractor to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services. Contractor will seek the County's written approval and agreement to pay any related fees before performing such audit assistance.

5.9 **Security Incident.** A "Security Incident" means the confirmed misappropriation of Personally Identifiable Information located on Contractor systems that compromises the security, confidentiality or integrity of such information.

a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written communication of any Security Incidents.

b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Cloud Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS CLOUD AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS CLOUD AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO ORACLE FOR THE SERVICES UNDER THIS ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER THIS ORDER. YOU AND ORACLE FURTHER AGREE THAT YOUR LIABILITY FOR DAMAGES (INCLUDING THOSE BASED ON A FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM) ARISING OUT OF OR RELATED TO THIS ORDER SHALL NOT EXCEED TWO TIMES (2X) FEES PAID OR OWED TO ORACLE PURSUANT TO THIS ORDER.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

In entering any settlement, neither You nor Oracle shall make any admission of wrongdoing by the other party, require the other party to pay any settlement amount or agree to any specific performance by the other party without that party's express approval.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 This Cloud Agreement is valid for the term of the order to which this Cloud Agreement is attached.

9.2 Services provided under this Cloud Agreement shall be provided for the Services Period defined in Your order.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Cloud Agreement. .

9.4 If either of us breaches a material term of this Cloud Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. Without limiting Oracle's remedies, if we terminate the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination.. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default of a material term as stated in the first sentence of this sub-paragraph 9.4 under this Cloud Agreement, You may not use those Services ordered.

9.5 You may terminate this Cloud Agreement at any time without cause by giving us 30 days prior written notice of such termination.

9.6 For a period of no less than 60 days after the end of the Services Period of the order, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, we will delete or otherwise render inaccessible any of Your Content that remains in the Services.

9.7 Provisions that survive termination or expiration of this Cloud Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. We do not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as FacebookTM, YouTubeTM and TwitterTM, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Cloud Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Cloud Agreement or the order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with online access to download certain Oracle Software for use with the Services. If we license Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Cloud Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Cloud Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and

management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and the order upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. GOVERNING LAW AND JURISDICTION

The Uniform Computer Information Transactions Act does not apply to this Cloud Agreement or to the order.

15. NOTICE

15.1 Any notice required under this Cloud Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Cloud Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Cloud Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Cloud Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Cloud Agreement.

17.3 If any term of this Cloud Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Cloud Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Cloud Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into the order governed by this Cloud Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

18. ENTIRE AGREEMENT

18.1 You agree that this Cloud Agreement and the information which is incorporated into this Cloud Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Cloud Agreement and the order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of the order and the Cloud Agreement, the order shall take precedence; however, unless expressly stated otherwise in the order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in the order. This Cloud Agreement and the order may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Cloud Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Cloud Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.

19.5 "**Users**" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Cloud Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Cloud Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Cloud Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Cloud Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content"

20. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Agreement is _____ . (DATE TO BE COMPLETED BY ORACLE)

Agreement No.: US-CSA-CPQ-127908

COUNTY'S INFORMATION SECURITY POLICY

[To be attached]

EXHIBIT I

INFORMATION SECURITY POLICY

This Exhibit sets forth information security procedures to be established and maintained throughout the Term of the Agreement. These procedures are part of the Agreement between the Parties. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Confidentiality.** Confidentiality and the handling of Confidential Information and Personal Data are addressed in Paragraph 12.0 of the Agreement.

3. **Subcontractors.** Confidentiality agreements for subcontractors are addressed in Sub-paragraph 8.8 of the Agreement.

4. **Background Checks.** Background checks are addressed in Sub-paragraph 11.5 of the Agreement.

5. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical, logical, or administrative security controls designed to prevent transfer of Personally Identifiable Information to any form of unencrypted Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

6. **Data Encryption.** Data Encryption is addressed in Sub-paragraph 12.9 of the Agreement.

7. **Data Control; Media Disposal and Servicing**. Data Destruction is addressed in Section 12.8 of the Agreement.

8. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

    a. As applicable network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

    b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and

d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

9. **Audits**

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, or similar audit report performed by a qualified third party auditor within the prior twelve months and Contractor confirms there are no known material changes in the controls audited, County agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The audit must be conducted during regular business hours at the applicable facility, subject to Contractor policies, and may not unreasonably interfere with Contractor business activities.

County will provide GIS any audit reports generated in connection with any audit under this section, unless prohibited by law. County may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at County's expense. Any request for Contractor to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services. Contractor will seek the County's written approval and agreement to pay any related fees before performing such audit assistance.

10. **Security Incident.** A "Security Incident" means the confirmed misappropriation of Personally Identifiable Information located on Contractor systems that compromises the security, confidentiality or integrity of such information.

a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written communication of any Security Incidents.

b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

PETER LOO
ACTING CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:	DATE:
CA 16-19	10/27/2016

SUBJECT:

AUTHORIZE THE ASSESSOR TO EXECUTE A CONSULTING SERVICES AGREEMENT FOR PHASE 2 OF THE ASSESSOR'S MODERNIZATION PROJECT

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☒ Sole Source
☐ Amendment to Contract #: Enter contract #. ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Jeffrey Prang, Assessor

Description: The Assessor's Office is requesting approval of a Sole Source professional services Contract with Oracle America, Inc. (Oracle) in support of Phase 2 of the Assessor's Modernization Project (AMP). The Department is also requesting delegated authority to execute subsequent Change Orders.

Contract Amount: $23,807,621

Funding Source: Assessor's Fiscal Year 2016-17 Final Adopted Budget

☐ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded: N/A

Strategic and Business Analysis

Project goals and objectives:

The goal of AMP is to replace legacy secured and unsecured property systems with an enterprise architected solution. The primary objective of this phase of the project (Phase 2) is to deliver capabilities for Secured Assessment Processing. Prior to the initiation of Phase 1 of the AMP project, a charter was developed and the business justification was established. Based on the scope of the project, the goals and objectives are aggressive, but reasonable.

BUSINESS DRIVERS:

The key business driver for this Phase is to continue developing an integrated solution that will replace 120 aging applications, and provide automation, efficiencies, and mobility to meet the Department's needs.

PROJECT ORGANIZATION:

One of the justifications for this Sole Source engagement is to maintain consistency and continuity from Phase 1 of the project. Scott Thornberry will continue to be the project lead from the Assessor's Office. Key Oracle project management and technical resources will also remain on the project to build on the foundation and knowledge transfer that was established in Phase 1. This mitigates risks related to changing technology partners at this point in the project. A detailed project structure that includes dedicated resources from the Department and Oracle has been in place from the beginning of this effort. A detailed project plan has also been established to guide the project.

PERFORMANCE METRICS:

The project will be measured based on the following success criteria:

- The deliverables meet the requirements outlined in the Statement of Work (this will be accomplished using structured software and performance testing methodologies and defect remediation processes);
- The software modules are delivered on time according to the project schedule; and
- This phase of the project is delivered within budget.

During Phase 1 of the project, the Department developed a formal Lessons Learned document to improve the methodologies and processes to be used in subsequent phases.

STRATEGIC AND BUSINESS ALIGNMENT:

This project aligns well with the Department's business objectives, and CIO Strategic Directions – particularly in the areas of IT Capital Planning and Legacy Application Replacement. Throughout Phase 1 of the project, the Assessor's Office collaborated well with partner departments and developed a Project Advisory Committee comprised of A-C, TTC, RR/CC, BOS Executive Office, ISD, and CIO. This collaboration led to additional functionality being incorporated into the system design.

PROJECT APPROACH:

The AMP system is being custom developed in five phases. Phase 2 will begin at the conclusion of Phase 1, and there will be no overlap.

ALTERNATIVES ANALYZED:

None.

Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: The AMP solution focuses on replacing an aging technology environment comprised of 120 aging applications that were difficult to maintain and did not fully meet the Department's business needs with an enterprise architected solution. The new solution is being developed using an agile software development methodology, and the end product will be a consolidated and rules based system. The Department plans to decommission its legacy systems by July, 2019. The 120 current legacy applications will be retired as follows: • After Phase 1 – 10; • After Phase 2 – 13; • After Phase 3 – 19; • After Phase 4 – 49 (will produce assessment role with new system); and • After Phase 5 – Remainder (with the exception of 7 applications). The software being developed in Phase 2 will deliver capabilities for Secured Property Processing including: • Assessment Data Repository Extensions; • Property ID Management; • New Construction Foundations; • Prop. 13 Assessments; • External System Interfaces; • Sales Repository; and • Case Management Capabilities. Phase 1 of the project required six technical environments and Phase 2 will require 10 environments. Seven of the environments, including the production environment, will be hosted in the County Data Center in Downey, and the remaining three will be hosted by Oracle. From a testing perspective, the Oracle scope for Phase 2 will include Unit Testing, System Testing, System Integration Testing, Performance Testing; and Oracle will also support the Assessor during User Acceptance Testing. For Release A, Oracle will provide 100 person days over four consecutive weeks for Post Production Support and Operational Support. For Release B, Oracle will provide 140 person days over four consecutive weeks for Post Production and Operational Support.

Financial Analysis	BUDGET: Contract costs Services ..... $ 23,363,824 – including 10% contingency Oracle hosting..... $ 443,797 **Total costs: .....** **$** 23,807,621 – including 10% contingency The projected total amount for AMP Phase 1 will be $12,158,000. The Work Order for Phase 2 is fixed price and deliverables based. There will be a 10% holdback on each deliverable.
Risk Analysis	RISK MITIGATION: As with any major software development project, there are risks in the areas of quality, cost and schedule. The Department has mitigated the quality risks by developing a well thought out Statement of Work that addresses the business requirements of this phase, and a detailed testing strategy. Cost risks have been mitigated by making this a fixed-price, deliverables based engagement. That said, because of the level of complexity involved in this project, our office has cautioned the Department to manage the change order process closely. Schedule risks will be mitigated by managing the engagement according to a detailed project plan and road map. The Chief Information Security Officer (CISO) reviewed this request and did not identify any IT security or privacy related issues.
CIO Approval	PREPARED BY: Henry Balta, Sr. Associate CIO — Date: 10-27-16 APPROVED: Peter Loo, Acting Chief Information Officer — Date: 10/27/16

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/