COST ACCOUNTING AND DECISION SUPPORT SYSTEM

AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT M.RF (ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated _____, 20___ (the "**Agreement**"). _____ ("**Contractor**") provides Hosting Services, as further described in Section 1 (Services) of this Exhibit M (Additional Hosting Services Terms and Conditions). The County of Los Angeles, a political subdivision of the State of California ("**County**") desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit M (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated _____, 20___ (the "**Agreement**"). _____ ("**Contractor**") provides Hosting Services, as further described in Section 1 (Services) of this Exhibit M (Additional Hosting Services Terms and Conditions). The County of Los Angeles, a political subdivision of the State of California ("**County**") desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit M (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.
SECTION 1. (SERVICES)			
1.1	**In General** Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the CADS System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement ("**Hosting Services**").	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**In General** Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the CADS System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement ("**Hosting Services**").
1.1 Paragraph 2	During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting Services Terms and Conditions), and Exhibit A (Statement of Work).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting Services Terms and Conditions), and Exhibit A (Statement of Work).

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	In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.5 (Availability Service Level) and 4.6 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement (collectively, the "**Service Levels**").	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.5 (Availability Service Level) and 4.6 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement (collectively, the "**Service Levels**").
1.1 Paragraph 3	Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.
1.1 Paragraph 4	Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor's Revisions) of the Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor's Revisions) of the Agreement.

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1.2	**Attribution and Disclosures** County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor's role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor's privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Attribution and Disclosures** County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor's role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor's privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.
1.3	**Use of Cookies on the Service** Contractor shall not use "cookies" or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section **Error! Reference source not found.** (Confidentiality) of this Exhibit M (Additional Hosting Services Terms and Conditions) and Section 19 (Confidentiality) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Use of Cookies on the Service** Contractor shall not use "cookies" or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section **Error! Reference source not found.** (Confidentiality) of this Exhibit M (Additional Hosting Services Terms and Conditions) and Section 19 (Confidentiality) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies

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	from any third-party on its web site. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a "**cookie**" shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.		from any third-party on its web site. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a "**cookie**" shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.
SECTION 2. (OPERATIONS AND HOSTING SERVICES)			
2.1	**Hosting Hardware Maintenance** Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Hosting Hardware Maintenance** Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.
2.1 Paragraph 2	Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.

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2.2	**Preventative Maintenance** Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Preventative Maintenance** Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:
2.2 (a)	Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and

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2.2 (b)	review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.
SECTION 3. (HOSTING ENVIRONMENT)			
3.	Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:
3.1	**Technical Environment** The Hosting Environment shall include redundant system components, including:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Technical Environment** The Hosting Environment shall include redundant system components, including:

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		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
3.1 Bullet 1	Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all Production domains;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all Production domains;
3.1 Bullet 2	LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;

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3.1 Bullet 3	Storage Area Network ("**SAN**") using Redundant Array of Independent Disk ("**RAID**") and multiple data paths for storing County's data.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Storage Area Network ("**SAN**") using Redundant Array of Independent Disk ("**RAID**") and multiple data paths for storing County's data.
3.1 Paragraph 2	The Hosting Environment shall include, and Contractor shall maintain, separate domains for build, test/certification, training, and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. The Training domain will be hosted on redundant infrastructure. More than one (1) non-production domain may be live on the same hardware server. Certification and Build domains will all be hosted on non-redundant infrastructure. As part of the Hosting Services Contractor shall provide the following Hosting Environment domains as further defined in Exhibit C (Fees; Contractor Professional Services Rates):	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Hosting Environment shall include, and Contractor shall maintain, separate domains for build, test/certification, training, and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. The Training domain will be hosted on redundant infrastructure. More than one (1) non-production domain may be live on the same hardware server. Certification and Build domains will all be hosted on non-redundant infrastructure. As part of the Hosting Services Contractor shall provide the following Hosting Environment domains as further defined in Exhibit C (Fees; Contractor Professional Services Rates):

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3.1 Paragraph 2 Bullet 1	Production Infrastructure Domain	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Production Infrastructure Domain
3.1 Paragraph 2 Bullet 2	Certification/Test Infrastructure Domain (full copy)	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Certification/Test Infrastructure Domain (full copy)
3.1 Paragraph 2 Bullet 3	Training Infrastructure Domain (reference copy)	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Training Infrastructure Domain (reference copy)

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		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
3.2	**Physical Environment** The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas and entirely housed within a larger facility (buildings within a building). The Contractor Primary Data Center and Contractor Secondary Data Center:	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Physical Environment** The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas and entirely housed within a larger facility (buildings within a building). The Contractor Primary Data Center and Contractor Secondary Data Center:
3.2 Bullet 1	The data centers shall maintain a resiliency/availability rating of 99.9 (i.e., Tier III, as referenced within the Uptime Institute's Tier classification);	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The data centers shall maintain a resiliency/availability rating of 99.9 (i.e., Tier III, as referenced within the Uptime Institute's Tier classification);

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3.2 Bullet 2	Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event;
3.2 Bullet 3	Utilize sufficient fire detection and suppression systems and processes that protect County systems and operations and mitigate negative affects to County systems operations in the event of an activation (i.e., VESDA, HFC125 dry agent, secondary backup pre-action dry pipe sprinkler system, etc.);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Utilize sufficient fire detection and suppression systems and processes that protect County systems and operations and mitigate negative affects to County systems operations in the event of an activation (i.e., VESDA, HFC125 dry agent, secondary backup pre-action dry pipe sprinkler system, etc.);

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3.2 Bullet 4	Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);
3.2 Bullet 5	Contain the telecommunications network cable rooms necessary to maintain redundant operations of the Hosting Environment;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contain the telecommunications network cable rooms necessary to maintain redundant operations of the Hosting Environment;
3.2 Bullet 6	Contain Contractor's on-site hosting personnel;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Contain Contractor's on-site hosting personnel;

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		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
3.2 Bullet 7	Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick); and	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick); and
3.2 Bullet 8	Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.

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3.2 Paragraph 2	The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing ("**MEP**") components to comply with an availability rating of 99.9% (i.e. Tier III, as referenced within the Uptime Institute's Tier classification) to include:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing ("**MEP**") components to comply with an availability rating of 99.9% (i.e. Tier III, as referenced within the Uptime Institute's Tier classification) to include:
3.2 (a)	Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies ("**UPS**") designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units ("**PDUs**"), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies ("**UPS**") designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units ("**PDUs**"), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;

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3.2 (b)	Heating, ventilation and air conditioning ("**HVAC**"), and digital controls systems (i.e., building management) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations (i.e. ductworks, computer room air conditioners ("**CRAC**") units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, humidification systems, etc.);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Heating, ventilation and air conditioning ("**HVAC**"), and digital controls systems (i.e., building management) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations (i.e. ductworks, computer room air conditioners ("**CRAC**") units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, humidification systems, etc.);
3.2 (c)	Plumbing/conduit systems for the routing of cabling (copper and fiber optics), air, water, and fire suppression gasses;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Plumbing/conduit systems for the routing of cabling (copper and fiber optics), air, water, and fire suppression gasses;
3.2 (d)	Fire protection systems, including detection and abatement systems, "cross zoned" heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Fire protection systems, including detection and abatement systems, "cross zoned" heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;

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		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
3.2 (e)	Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and
3.2 (f)	Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.

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3.2 Paragraph 3	Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.
3.3 (a)	Contractor shall maintain County's Hosting Environment in Statement on Standards for Attestation Engagements ("**SSAE**") 18 certified facilities, or facilities of successor certification, with, as to each Data Center:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall maintain County's Hosting Environment in Statement on Standards for Attestation Engagements ("**SSAE**") 18 certified facilities, or facilities of successor certification, with, as to each Data Center:
3.3 (a) Bullet 1	Access controlled through documented procedures;	**Do you accept this provision?**	Access controlled through documented procedures;

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		☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
3.3 (a) Bullet 2	24x7x365 security and technical engineering staff;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	24x7x365 security and technical engineering staff;
3.3 (a) Bullet 3	Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;

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		proposed revision in the adjacent column using "track changes."	
3.3 (a) Bullet 4	Video surveillance monitoring on a 24x7x365 basis; and	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Video surveillance monitoring on a 24x7x365 basis; and
3.3 (a) Bullet 5	Access monitored through internal management and logging systems.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Access monitored through internal management and logging systems.

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3.3 (b)	Contractor's physical environments shall be governed by strict Access Control Lists ("**ACL**") for physical access to the environments. All data and storage cabinets will be contained within Contractor's Data Centers with access only granted to those with a related job responsibility. Both Contractor's Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor's physical environments shall be governed by strict Access Control Lists ("**ACL**") for physical access to the environments. All data and storage cabinets will be contained within Contractor's Data Centers with access only granted to those with a related job responsibility. Both Contractor's Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.
3.3 (c)	Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third-party firm, on an annual basis, following SSAE 18 or successor certification, guidelines, and format.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third-party firm, on an annual basis, following SSAE 18 or successor certification, guidelines, and format.
3.4	**Hosting Environment Security and Wan Connectivity**	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Hosting Environment Security and Wan Connectivity**

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	Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:
3.4 (a)	WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County's option, will be load balanced. The WAN Connectivity will entrust Secure Socket Layer ("**SSL**") signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County's internet connection will be established utilizing Internet Protocol Security ("**IPsec**") with a minimum of 168 bit Triple Data Encryption Standard ("**DES**"). The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County's option, will be load balanced. The WAN Connectivity will entrust Secure Socket Layer ("**SSL**") signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County's internet connection will be established utilizing Internet Protocol Security ("**IPsec**") with a minimum of 168 bit Triple Data Encryption Standard ("**DES**"). The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.
3.4 (b)	A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor's	**Do you accept this provision?** **☐ "Yes" or ☐ "No"**	A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor's

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	third-party security firms, and validated by Contractor's separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation ("**NAT**"), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL's, multi-factor authentication, and management network segregation.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	third-party security firms, and validated by Contractor's separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation ("**NAT**"), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL's, multi-factor authentication, and management network segregation.
3.4 (c)	Background investigations will be performed in accordance with Contractor's policies and procedures for all Contractor Personnel performing work at Contractor's sites under this Agreement. All Contractor's hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Background investigations will be performed in accordance with Contractor's policies and procedures for all Contractor Personnel performing work at Contractor's sites under this Agreement. All Contractor's hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.
3.4 (d)	Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor's security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor's security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all

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	Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.		Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.
3.4 (e)	The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor's "best practice" recommendations for security. All environmental operating systems access shall require multi-factor authentication.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor's "best practice" recommendations for security. All environmental operating systems access shall require multi-factor authentication.
3.4 (f)	Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor's department managers shall meet with its staff on a regular basis to discuss any outstanding	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor's department managers shall meet with its staff on a regular basis to discuss any outstanding

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	issues pertaining to their function within Contractor's organization.		issues pertaining to their function within Contractor's organization.
3.4 (g)	Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.
3.4 (h)	Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate).
3.5 (a)	**Hosting Revisions**	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided

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	Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the CADS System without direct coordination with the County Project Manager.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the CADS System without direct coordination with the County Project Manager.
3.5 (b)	Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.
3.5 (c)	Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.

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3.5 (d)	Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.
3.6	**Hosting Hardware Refresh Services** Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section **Error! Reference source not found.** (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Hosting Hardware Refresh Services** Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section **Error! Reference source not found.** (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to

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	deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section **Error! Reference source not found.** (Hosting Hardware Refresh Services) are collectively referred to as "**Refresh Services**" and require County Approval prior to implementation.		deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section **Error! Reference source not found.** (Hosting Hardware Refresh Services) are collectively referred to as "**Refresh Services**" and require County Approval prior to implementation.
SECTION 4. (IN-HOUSE SOLUTION)			
4.	Upon County's election, Contractor agrees to make the Licensed Software and Hardware available to County to utilize from County internal facilities or its designated third-party data center (the "**In-House Solution**"). At any time during the term of this Agreement, County may, in its sole discretion, elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, for no additional license fee as to the Licensed Software. Should County elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, County will notify Contractor in writing of its election to transition concurrently with its notice of termination of the Hosting Services. Upon such notice, Contractor and County will work together to develop a migration plan and Contractor will provide County with the following: (a) the cost of required Hardware and Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed Statement of Work.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Upon County's election, Contractor agrees to make the Licensed Software and Hardware available to County to utilize from County internal facilities or its designated third-party data center (the "**In-House Solution**"). At any time during the term of this Agreement, County may, in its sole discretion, elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, for no additional license fee as to the Licensed Software. Should County elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, County will notify Contractor in writing of its election to transition concurrently with its notice of termination of the Hosting Services. Upon such notice, Contractor and County will work together to develop a migration plan and Contractor will provide County with the following: (a) the cost of required Hardware and Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed Statement of Work.
4. Paragraph 2	In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County's Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit E (Service Levels and Performance Standards) would require modifications depending on the nature of the Services terminated and/or retained by County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County's Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit E (Service Levels and Performance Standards) would require modifications depending on the nature of the Services terminated and/or retained by County.

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4. Paragraph 3	Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as provided in Section 12 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for Use by County in a Production Environment. For the purposes of this Section **Error! Reference source not found.** (In-House Solution), the term "**Use**" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section, "**Recommended Configuration**" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as provided in Section 12 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for Use by County in a Production Environment. For the purposes of this Section **Error! Reference source not found.** (In-House Solution), the term "**Use**" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section, "**Recommended Configuration**" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.
SECTION 5. (ADDITIONAL WARRANTIES)			
5.	The following language is to be added to Section 17.1 (Contractor's Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The following language is to be added to Section 17.1 (Contractor's Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.

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5.1	**No Delivery of Software** Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**No Delivery of Software** Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement.
5.2	**Services Not to Be Withheld or Suspended** Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Services Not to Be Withheld or Suspended** Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.

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SECTION 6. (CONFIDENTIALITY)			
6.	The following language is to be added to Section 19 (Confidentiality) of the Agreement in addition to the confidentiality requirements in Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The following language is to be added to Section 19 (Confidentiality) of the Agreement in addition to the confidentiality requirements in Agreement.
6.1	**Solicitation of County Users** During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates with County or commit any other act, or assist others to commit any other act, which , and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Solicitation of County Users** During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates with County or commit any other act, or assist others to commit any other act, which , and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.

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6.2	**County Data** For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County Data** For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.
SECTION 7. (SECURITY)			
7.	The following language is to be added to Section 20 (Security) of the Agreement in addition to the security requirements in the Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The following language is to be added to Section 20 (Security) of the Agreement in addition to the security requirements in the Agreement.
7.1	**Storage of Personal Data** All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Storage of Personal Data** All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and

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	destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.
SECTION 8. (DISASTER RECOVERY AND BUSINESS CONTINUITY)			
8.	The following language is to be added to the Section 22 (Disaster Recovery/Business Continuity) of the Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The following language is to be added to the Section 22 (Disaster Recovery/Business Continuity) of the Agreement.
8.1	**Disaster Recovery and Business Continuity Plan** Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the	**Do you accept this provision?** **☐ "Yes" or ☐ "No"**	**Disaster Recovery and Business Continuity Plan** Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Services that conform with the Business Continuity Guidelines as described in Exhibit M.1 (Business Continuity Guidelines). Contractor shall provide County with a written copy of its disaster recovery and business continuity plan ("**DR/BC Plan**") as Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan) and all updates thereto during the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity), Exhibit M.1 (Business Continuity Guidelines), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Services that conform with the Business Continuity Guidelines as described in Exhibit M.1 (Business Continuity Guidelines). Contractor shall provide County with a written copy of its disaster recovery and business continuity plan ("**DR/BC Plan**") as Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan) and all updates thereto during the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity), Exhibit M.1 (Business Continuity Guidelines), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.
8.1 Paragraph 2	In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.
8.1 Paragraph 3	In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The CADS System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific**	In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The CADS System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	County's production Hosting Services will begin. As County's recovery processes complete, County will be notified to begin testing the recovered Hosting Services in preparation to return the Hosting Services to the end-users.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County's production Hosting Services will begin. As County's recovery processes complete, County will be notified to begin testing the recovered Hosting Services in preparation to return the Hosting Services to the end-users.
8.2	**Plan Audit** Contractor shall have an annual audit performed of its DR/BC Plan, and shall provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Plan Audit** Contractor shall have an annual audit performed of its DR/BC Plan, and shall provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.
8.3	**Plan Testing** On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Plan Testing** On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8.4	**Onsite Review of Contractor Facilities** Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Onsite Review of Contractor Facilities** Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:
8.4 (a)	assessing the viability of recovery processes, procedures, and facilities;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	assessing the viability of recovery processes, procedures, and facilities;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8.4 (b)	ensuring that Contractor Personnel are fully aware and currently trained on recovery processes and procedures; and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	ensuring that Contractor Personnel are fully aware and currently trained on recovery processes and procedures; and
8.4 (c)	assessing the safety and soundness of primary and recovery facilities.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	assessing the safety and soundness of primary and recovery facilities.
8.5	**Recovery Time Requirement** Contractor shall provide business continuity for both production use and business continuity environments according to the DR/BC Plan as described in Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Recovery Time Requirement** Contractor shall provide business continuity for both production use and business continuity environments according to the DR/BC Plan as described in Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Availability. "**High Availability**" shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use in ____ (__) hour or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications ("**Recovery Time Objective**.") Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by user limited to ____ (__) minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center ("**Recovery Point Objective**").	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Availability. "**High Availability**" shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use in ____ (__) hour or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications ("**Recovery Time Objective**.") Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by user limited to ____ (__) minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center ("**Recovery Point Objective**").
8.6	**Contractor Secondary Data Center** As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the local maximum	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Secondary Data Center** As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the local maximum

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor shall provide written confirmation that its local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Service Levels.		fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor shall provide written confirmation that its local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Service Levels.
8.7	**DR/BC Plan Submission** If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The DR/BC Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**DR/BC Plan Submission** If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The DR/BC Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.
8.8	**Backup Copies** Contractor shall create daily backup copies of all County Data and other work related to the Services and shall	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Backup Copies** Contractor shall create daily backup copies of all County Data and other work related to the Services and shall

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.
8.9	**Alternate Sites or Storage Facilities** Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Alternate Sites or Storage Facilities** Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.
8.10	**Right to Terminate** In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Right to Terminate** In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8.11	**Force Majeure Not Applicable** The provisions of Section 29.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Force Majeure Not Applicable** The provisions of Section 29.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).
SECTION 9. (HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS)			
9.	The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9. Paragraph 2 (Table)	Production Infrastructure Domain: One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
9. Paragraph 2 (Table)	Certification Infrastructure Domain (Non-Production): One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain). (Note: The certification domain is used for ongoing testing and end-user training.)	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
9. Paragraph 2 (Table)	Build Infrastructure Domain (Non-Production): One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through	**Do you accept this provision?** **☐ "Yes" or ☐ "No"**	

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
9. Paragraph 2 (Table)	Training Infrastructure Domain (Non-Production): One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
9. Paragraph 2 (Table)	Mock Infrastructure Domain (Non-Production): One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9. Paragraph 2 (Table)	Training Infrastructure Domain 2 (Non-Production): One additional (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	
9. Paragraph 2 (Table)	Sandbox Infrastructure Domain (Non-Production): One (1) Sandbox Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT N (RECOMMENDED CONFIGURATION)

#CADSS2019

EXHIBIT N

RECOMMENDED CONFIGURATION

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT O (FORM STATEMENT OF WORK)

#CADSS2019

EXHIBIT O

FORM STATEMENT OF WORK

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT P (ESCROW AGREEMENT)

#CADSS2019

EXHIBIT P

ESCROW AGREEMENT

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT Q (CONFIDENTIALITY AND ASSIGNMENT AGREEMENT)

#CADSS2019

EXHIBIT Q

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: _____

1. GENERAL INFORMATION

The organization identified above ("**Contractor**") is under contract ("**Agreement**") to provide Services (as such term is defined in the Agreement) to the County of Los Angeles ("**County**"). County requires each employee, agent, consultant, outsourced vendor and independent contractor (in this Exhibit Q "staff") of this Contractor performing Services under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement ("**Confidentiality and Assignment Agreement**"), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Agreement, including this Exhibit Q (Confidentiality and Assignment Agreement).

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Services pursuant to the above-referenced Agreement are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Services under the above-referenced Agreement.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Services under the above-referenced Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Agreement), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors or their subcontractors doing business with County (collectively for the purpose of this Exhibit Q "**Confidential Information**"). By signing this Confidentiality and Assignment Agreement, Contractor agrees that, by virtue of involvement in the Services under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Services under the above-referenced Agreement;

and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services pursuant to the Agreement. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to the County Project Manager under the Agreement.

Contractor agrees to report to the County Project Manager under the Agreement any and all violations of this Confidentiality and Assignment Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this Confidentiality and Assignment Agreement, "**Products**" means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Services relating to the Agreement by any employee, agent, consultant, outsourced vendor or independent contractor of Contractor, including Work Product (as such term is defined in the Agreement). Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Products, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)") therein or otherwise arising from the performance of this Agreement. No rights of any kind in and to the Products, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor.

If and to the extent any Products are determined not to constitute "works made for hire", or if any rights in the Products do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the Products in accordance with Section 18.2 (Ownership) of the Agreement.

SIGNED _____ DATE _____

PRINTED _____ TITLE _____

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT Q (CONTRACTOR'S EEO CERTIFICATION)

#CADSS2019

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

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT S (COUNTY ORDINANCES AND POLICIES)

#CADSS2019

EXHIBIT S

COUNTY ORDINANCES AND POLICIES

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT T (PROJECT TEAM AND GOVERNANCE)

#CADSS2019

EXHIBIT T

PROJECT TEAM AND GOVERNANCE

This Exhibit T (Project Team and Governance) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated _____, 20___ (the "**Agreement**") entered into by and between the County of Los Angeles, a political subdivision of the State of California (**"County"**) and _____ ("**Contractor**") and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. PROJECT TEAM

1.1 PROJECT DIRECTOR

Contractor shall assign a "**Contractor Project Director**" who shall be dedicated to the County account full-time. The initial County Project Director is specified in Exhibit W (County Key Personnel). The Contractor Project Director shall be responsible for Contractor's performance of all its tasks, subtasks and other Services and ensuring Contractor's compliance with this Agreement. The initial Contractor Project Director, along with the location of the Contractor Project Director, is specified in Exhibit J (Contractor Key Employees). Contractor shall not reassign or replace any Contractor Project Director during the thirty-six (36) months from the Effective Date of the Agreement or Contractor Key Employees during the time of their Continuity Commitment as set forth in Exhibit J (Contractor Key Employees), unless: (a) Contractor obtains County's consent in writing (with respect to Contractor Key Employees which such consent shall not be unreasonably withheld) to such reassignment or replacement; or (b) the individual (i) voluntarily resigns from Contractor and is not rehired by Contractor for a period of no less than six (6) months, (ii) is dismissed by Contractor for (1) misconduct (e.g., fraud, drug abuse, theft), or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor, (iii) is removed from the Contractor Personnel pursuant to Section 1.5 (Conduct of Contractor Personnel), (iv) is unable to work due to his or her death or disability, or (v) as to Contractor Key Employees (excluding the Contractor Project Director), requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (subparts (a) and (b) are collectively referred to as "**Approved Reassignments Section 1.1**"). In the event the Contractor Project Director leaves after the thirty-six (36) month period above, Contractor must provide a replacement that has the same or better experience or skills as the Contractor Project Director being replaced, County shall have the right to Approve the replacement, a mutually agreed transition and knowledge transfer plan shall be developed and Approved by County, and, provided the Contractor Project Director is still employed by Contractor, Contractor shall make the former Contractor Project Director available to County to address significant issues as to which the former Contractor Project Director has a unique understanding or perspective based on his or her engagement at County.

1.2 CONTRACTOR PROJECT MANAGER

Contractor shall assign a "**Contractor Project Manager**" to manage Contractor's performance of the Services. The initial Contractor Project Manager shall be listed in the applicable Statement of Work. The Contractor Project Manager shall be responsible for Contractor's day-to-day activities under this Agreement and for providing County reports as provided in Section 2 (Reports and Meetings). The Contractor Project Manager shall also serve as Contractor's liaison with County, assign and schedule Contractor Personnel to perform all of the Services required by County under this Agreement, and act as Contractor's initial representative for dispute resolution. Contractor shall not reassign or replace the Contractor Project Manager during the thirty-six (36) months from the Effective Date of the Agreement,

unless: (a) Contractor obtains County's consent in writing to such reassignment or replacement; or (b) the individual (i) voluntarily resigns from Contractor and is not rehired by Contractor for a period of no less than six (6) months, (ii) is dismissed by Contractor for (1) misconduct (e.g., fraud, drug abuse, theft), or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor, (iii) is removed from the Contractor Personnel pursuant to Section 1.5 (Conduct of Contractor Personnel), (iv) is unable to work due to his or her death or disability, or (v) as to Contractor Project Manager (excluding the Contractor Project Director), requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (subparts (a) and (b) are collectively referred to as "**Approved Reassignments Section 1.2**"). In the event the Contractor Project Manager leaves after the thirty-six (36) month period above, Contractor must provide a replacement that has the same or better experience or skills as the Contractor Project Manager being replaced, County shall have the right to Approve the replacement, a mutually agreed transition and knowledge transfer plan shall be developed and Approved by County, and, provided the Contractor Project Manager is still employed by Contractor, Contractor shall make the former Contractor Project Manager available to County to address significant issues as to which the former Contractor Project Manager has a unique understanding or perspective based on his or her engagement at County. Contractor shall manage the Services in accordance with the Project Management Institute standards or other County Approved IT project management methodology, as determined applicable by County.

1.3 COUNTY PROJECT MANAGER

County shall assign a "**County Project Manager**" who will be responsible for County's day-to-day activities with respect to such project under this Agreement. The initial County Project Manager shall be listed in the applicable Statement of Work. The County Project Manager shall serve as County's initial representative for dispute resolution. The County Project Manager shall respond to the Contractor Project Manager's reports to the extent that a response is appropriate as determined by the County Project Manager. All Services provided by Contractor hereunder shall be subject to Approval by the County Project Manager. Any change of the County Project Manager shall be in County's sole discretion; provided County shall notify Contractor in writing of any change. The County 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.

1.4 CONTRACTOR KEY EMPLOYEES

The Contractor Key Employees shall be dedicated to the County account as set forth in Exhibit J (Contractor Key Employees). The initial Contractor Key Employees are those individuals listed in Exhibit J (Contractor Key Employees). Except for a replacement or reassignment of the Contractor Key Employees due to the occurrence of an Approved Reassignment, Contractor shall not reassign or replace any Contractor Key Employee, if such reassignment or replacement would materially disrupt County's operations, until the completion of any projects to which the Contractor Key Employee is assigned. No Approved Reassignment of a Contractor Key Employee shall occur without at least thirty (30) calendar days (or as reasonably practical under the circumstances) prior written notice to County. Upon an Approved Reassignment of a Contractor Key Employee, the Parties agree to update Exhibit J (Contractor Key Employees) with the name of the agreed upon replacement individual, as appropriate via a Change Notice in accordance with Section 13.2 (Change Notices) of the Agreement.

1.5 CONDUCT OF CONTRACTOR PERSONNEL

While at the County locations, all Contractor Personnel shall (a) comply with reasonable requests, standard rules, policies, and regulations of County communicated (disclosed to Contractor or Contractor

Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means) to Contractor regarding personal and professional conduct (including the wearing of business attire commensurate with County's standards and adhering to County regulations and general safety practices or procedures) generally applicable to such County locations, and (b) otherwise conduct themselves in a professional and businesslike manner.

The County Project Director or the County Project Manager shall have the right to Approve or request the removal of any Contractor Personnel assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel assigned by Contractor to perform Services under this Agreement, County may request the replacement of such Contractor Personnel. The replacement request shall be in writing, and, upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) Business Days. In the event Contractor should ever need to remove any Contractor Personnel from performing Services under this Agreement, Contractor shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement Contractor Personnel shall be at no additional cost to County. Contractor agrees that all Contractor Personnel assigned to perform under this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this Agreement. In the event that the actions or inactions of Contractor Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Contractor shall perform all such additional work at no additional charge to County, unless such action or inaction is demonstrated by Contractor to be at the direction of County. In addition, Contractor represents and warrants that it will take all commercially reasonable steps to assure continuity over time of the membership of the group constituting Contractor Personnel. Contractor shall promptly fill any Contractor Personnel vacancy with Contractor Personnel having qualifications at least equivalent to those of the Contractor Personnel being replaced. In the event Contractor replaces Contractor Personnel, all transition tasks, including, but not limited to training, knowledge transfer, and other time involved with the replacement Contractor Personnel becoming familiar with County and the Services, shall be at no additional cost to County. Additionally, in order to ensure a smooth transition between replacement and former Contractor Personnel, Contractor shall use reasonable effort to make the replacement Contractor Personnel available to shadow the Contractor Personnel to be replaced for a period of not less than ten (10) Business Days. During such shadow period, County shall only be responsible for the charges associated with the Contractor Personnel to be replaced.

1.6 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2. REPORTS AND MEETINGS

2.1 REPORTS

The Contractor Project Manager and County Project Manager, as defined in Section 1.3 (County Project Manager), shall communicate at least once every two (2) weeks (the "**Status Report**") about the work in

progress. The communications shall include a conference call or an in-person meeting (the "**Status Meeting**") and a report from the appropriate Contractor Personnel regarding:

(a) Period covered by the report;

(b) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed;

(c) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed;

(d) Tasks, subtasks, Deliverables, goods, and Services not scheduled for but completed in the reporting period;

(e) Tasks, subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period;

(f) Summary of project status as of reporting date;

(g) Updated Key Deliverable chart;

(h) Issues to be resolved;

(i) Issues resolved;

(j) Updates on any scheduling and Milestones;

(k) Hours worked and expenses incurred;

(l) Updates on knowledge transfer, training, education, and validated effectiveness; and

(m) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.

2.2 QUARTERLY REVIEW MEETINGS

Contractor and County shall, at quarterly intervals or such other time periods mutually agreed to by the Parties, hold a review meeting at County's offices, or at such other place as is mutually agreed to by the Parties, to review the performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and Service Levels (as defined in Section 11 (Service Levels) of the Agreement); discuss fee and expense issues; and address such other issues as may be relevant at the time. The Contractor Project Manager (and senior executive personnel from the Contractor who attend) and Contractor's subject matter experts as determined by the meeting agenda shall attend at the sole cost of Contractor.

2.3 ALERT REPORTS

Contractor shall promptly notify County in writing (i.e., e-mail or facsimile transmission) on becoming aware of any change or problem that would negatively impact completion or performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and/or Deliverables, the progress of tasks assigned under a Statement of Work, or any schedule in a Statement of Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Manager and County Project Director.

COST ACCOUNTING AND DECISION SUPPORT SYSTEM

AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT U (CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE)

#CADSS2019

Contractor Diligence and Information Security Questionnaire

This Contractor Diligence and Information Security Questionnaire ("**Questionnaire**") assists the County of Los Angeles, a political subdivision of the State of California ("**County**") in assessing your organization's ability to perform the proposed/contracted services, security program, and ability to protect Personally Identifiable Information (as defined below) and other County Data (as defined below). The responses also assist County in fulfilling its legal obligations as a regulated entity, including establishing its due diligence in entrusting highly sensitive personally identifiable information ("**Personally Identifiable Information**") to others. The Questionnaire and your responses will be attached as an exhibit to and incorporated into any agreement entered into between your organization and County. The answers are recorded and held in confidence by County and, in addition to the certification provided below, you will be required to warrant the completeness and accuracy of your answers in any agreement entered into between your organization and County. We view full and accurate completion of this Questionnaire as a critical part of the selection process.

HOW TO COMPLETE THIS QUESTIONNAIRE

1. Please begin by providing the contact information requested below.
2. Please complete all numbered questions by checking the most accurate answer, providing a complete answer to any question(s) or requests for information, or, as appropriate, both. If one part of a question addressing multiple requirements causes you to be unable to answer "Yes," provide such explanatory information as appropriate on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
3. If you are unclear about any questions, please contact County.
4. If there are any questions for which you would like to provide supporting material or additional information, please do so on a separate attached sheet, clearly indicating the question number to which it relates.
5. Once completed, be sure to print and sign your name with the appropriate date in the Certification section.

Personally Identifiable Information

In this Questionnaire there are references to Personally Identifiable Information. The confidentiality, security, and integrity of Personally Identifiable Information is of foremost importance to County. We expect all of our contractors and business partners to have implemented appropriate security measures and procedures to ensure protection of Personally Identifiable Information. For purposes of this Questionnaire, the following definition of Personally Identifiable Information should be used:

> "**Personally Identifiable Information**" is information that identifies or is identifiable to a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, static internet protocol addresses, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. Personally Identifiable Information includes all forms of personal information subject to laws and regulations of any jurisdiction relevant the transaction contemplated by the parties. For the avoidance of doubt, Personally Identifiable Information includes, but is not limited to, "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("**U.S.C.**") §6801 et seq.), "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C.

§1320d), and "Personal Data" as that term is defined in the General Data Protection Regulation (Regulation EU 2016/679).

COMPANY DATA

References to "**County Data**" in this Questionnaire are intended to include Company intellectual property and confidential information and, where appropriate, Personally Identifiable Information.

CONTRACTOR CONTACT INFORMATION:

Contractor's Complete Legal Name			
State of incorporation			
Contact		Phone	
Address		Email	
City/St/Zip		2nd Phone	

Questions:

	INSURANCE COVERAGE (IC):	**RESPONSES:**
IC1.	Check the types of insurance purchased. Coverage: ___ General Liability ___ Property, including Business Interruption ___ Crime ___ Professional Liability ___ Media, Privacy & Intellectual Property Infringement ___ Network Security Liability ___ Electronic & Computer Crime or Unauthorized Computer Access	Limits (please list level of coverage purchased): Gen Liab. $_____ Property $_____ Crime $_____ Prof. Liab. $_____ Media $_____ Network $_____ Electronic/Computer $_____
IC2.	Provide the name and address of each carrier. Include the length of time your organization has had coverage with each carrier.	
	CONTRACTOR RESPONSIBILITY (CR):	**RESPONSES:**
CR1.	Has your company or any of its senior management been indicted or convicted of any felony or other criminal conduct? If yes, provide a detailed description of each circumstance.	
CR2.	Has any customer terminated an agreement relating to your products and/or services prior to the end of its term within the last three (3) years? If yes, provide a detailed description of each circumstance and identify a customer contact for each customer that terminated an agreement?	
CR3.	Has any customer filed litigation within the last three (3) years claiming that the subject product failed to properly perform or that your company failed to provide promised services? If yes, provide a detailed description of each circumstance and identify a customer contact for each customer that filed such a claim.	
CR4.	Is there any pending or threatened litigation that your company has deemed to present a "material" (as that term is used in the context of audits) risk to the company or that pertain to your data privacy, information security, or security policy and compliance program? If yes, provide a detailed description of each circumstance.	
CR5.	Is there any pending or threatened regulatory enforcement action that your company has deemed to present a "material" (as that term is used in the context of audits) risk to the company or that pertain to your data privacy, information, security, or security policy and	

	compliance program? If yes, provide a detailed description of each circumstance.	
CR6.	Has your company ever experienced a breach of security that required notification to a consumer under any privacy or consumer protection laws or regulations of any jurisdiction? If so, provide the dates of all such notifications and a summary of the circumstances.	
CR7.	Have any internal or external audits or examinations resulted in Needs Improvement or Unsatisfactory findings relating to security, privacy, or disaster recovery/business continuity that have not yet been addressed?	___ No ___ If Yes please provide a summary and your plan for addressing these issues.
CR8.	Do you intend to use any affiliates or subsidiaries in connection with your performance of the proposed relationship with County? If so, identify each such entity and the services and/or products they will provide.	
CR9.	Are any of the affiliates or subsidiaries referred to in the preceding question located outside the United States? If so, identify all relevant countries.	
CR10.	If your business is located in another country, identify the primary location for performance of the Agreement. Are any of the affiliates or subsidiaries referred to in CR8 located outside the country of the primary location? If so, identify all relevant countries.	
	USE OF AFFILIATES, CONTRACTORS AND SUBCONTRACTORS (US):	**RESPONSES:**
US1.	Do you intend to use any affiliates, contractors or subcontractors in connection with your performance of the proposed relationship with County? If so, identify each such entity and the services and/or products they will provide. For the avoidance of doubt, <u>all</u> hosting providers, collocation facilities, server farms, and similar providers must be identified.	
US2.	Are any of the affiliates, contractors or subcontractors referred to in the preceding question located outside the United States or, if your business is located in another country, are any affiliates, contractors or subcontractors located in any other countries? If so, identify all relevant countries.	
	PERSONNEL SECURITY (PS):	**RESPONSES:**
PS1.	Does your organization screen all staff contacting County Data and Personally Identifiable Information for potential security	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet

	risks and require all employees, contractors, subcontractors to sign an appropriate confidentiality/non-disclosure agreement as well as a criminal record disclosure agreement?	___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
PS2.	Has your organization performed a risk analysis to identify individual programmers, network analysts or other personnel upon whom the organization is excessively dependent or who are in a position to inflict significant harm?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
PS3.	Are there formal procedures for ensuring that physical and logical access for terminated employees is revoked before separation occurs?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please describe these procedures)
PS4.	Describe the procedures your company has implemented to ensure your personnel, including contractors and subcontractors, maintain the security and confidentiality of your company's and its customers' data.	
PS5.	Does your company track annual staff attrition rates of its personnel? If so, what was the attrition rate for each of the last five (5) years?	
PS6.	Does your company have a program to minimize staff attrition assigned to perform under its customer contracts? If so, describe.	
PS7.	Does your company conduct exit interviews with all outgoing personnel, including counseling regarding protection of customer confidential information and intellectual property?	
PS8.	Does your company conduct background checks of its personnel? If so, describe. ▪ When are checks performed? ▪ Are checks repeated during employment? ▪ How does your company confirm the identity of its personnel?	
	BUSINESS CONTINUITY AND DISASTER RECOVERY (BC):	**Responses:**
BC1.	A formal, published, mandatory, company-wide business continuity program is in effect.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes
BC2.	Does the program include the following:	

BC2.a.	Risk monitoring and plan currency requirements	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.b.	Frequency of plan review and testing	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a description of the reviews and testing conducted as well as the frequency of the tests)
BC2.c.	Management review/approval – should also specify the management level required to review and approve plans and test results.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.d.	Critical technology infrastructure including telecommunication resources.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.e.	Personnel safety and relocation.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.f.	Awareness training and drills for the employees and contractors for the company.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.g.	Testing with customers.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation describing the tests conducted)
BC2.h.	Facilities recovery and access controls.	___ Not applicable to my environment/situation

		___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.i.	Information with regards to the recovery of suppliers or business partners.	__ Not applicable to my environment/situation ___Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC2.j.	Notification, escalation processes, procedures and contact lists.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide documentation)
BC3.	Does your plan and testing include ensuring that the business continuity capabilities of your affiliates and suppliers are strong enough to support your business continuity objectives?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
BC3.a.	What is maximum time after your business disruption (or the disruption to your suppliers or business partners) would you resume providing those services to County? • Describe how you have verified that this recovery time. • Are there any business disruptions for which this time and maximum data loss would not be provided?	Maximum Time?_____ Verification?_____ Exceptions?_____
BC3.b.	Are there any limitations to providing normal response or capacity in a recovery situation? Is there any data or information that you would lose? If services will be performed in another country, are there any country-specific limitations on your business continuity measures (e.g., maximum on-site fuel limitations)?	Limitations to response or Capacity?_____ Maximum data or information loss?_____ Country-specific limitations? _____
BC3.c.	Will you provide staff resources (including documentation) to work with County personnel to perform a review of your recovery plans, processes and procedures as part of our due diligence phase and on an at least an annual basis thereafter?	
BC4.	What was the date of your last: ▪ Document Review/Walkthrough Test ▪ Parallel Test	Document/Walkthrough _____ Parallel _____

	▪ Full Cutover Test ▪ Audit (e.g., ISO 9000)	Cutover _____ Audit _____
BC5.	Where any material areas of correction or remediation identified in conducting any of the foregoing tests that have not already been documented and corrected? If so, specify.	
BC6.	Do you backup any customer data to facilities located in any other country? If so, specify.	
BC7.	Have you had to activate your plan in the last five years? If so, when and describe the circumstances.	
	INFORMATION SECURITY POLICY (IS):	**RESPONSES:**
IS1.	You will:	Check all that apply: ___ Process County Data ___ Store County Data ___ Operate County applications ___ Install or service County applications or systems ___ Have access to County customer and/or employee Personally Identifiable Information ___ Have physical access to secured County computer facilities ___ Have network access to County networks ___ Transmit files to or from County ___ Have County client contact
IS2.	Are you ISO–27002 Certified?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes (if checked, please provide details, including date of audit, status of planned updates to the audit, and any material changes to your security environment after completion of the audit)
IS3.	Do you follow the guidelines set out in ISO–27002 and the principles defined by it?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
IS4.	Have you been audited / assessed against ISO-27002 (within the last 18 months)?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes (if so, please provide full original reports)
IS5.	Does your organization have a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "Information Security Policies"), that is in effect, monitored, and enforced?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development (if checked, please provide details)

		___ Yes, this exists or occurs today (if checked please provide a copy of the Security Policies, subject to County's confidentiality obligations)
IS6.	Do your Information Security Policies specifically address the confidentiality, integrity, and availability of your facilities, systems, and the information in your possession and control?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
IS7.	Do you have a formalized training program for your employees with regard to your Information Security Policies? How often is training conducted?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
IS8.	Has your organization taken steps to create and maintain security awareness for data processing employees and users of systems and networks? What steps are used to ensure ongoing security awareness?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
IS9.	Please state the last date on which your Information Security Policies were updated and how frequently do you review the Information Security Policies?	
IS10.	Do you conduct penetration or other testing of your networks, systems, and applications?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
IS11.	Have you undergone a penetration or vulnerability assessment of your environment performed by a professionally or nationally recognized third party? If so, can you provide a copy?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a copy of the results of such test)
IS12.	Has your organization systems implemented any Intrusion Detection or Intrusion Prevention Systems (IDS/IPS)? If so, which type? How long have they been in place? How many false positives are these systems now reporting each month?	
IS13.	Does your organization test its detection processes? If so, how often?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a copy of the results of such test)

IS14.	Have you been the subject of an SSAE 18 audit/report (within the last 18 months)?	
	SYSTEM AUDIT LOGS (AL):	**RESPONSES:**
AL1.	Is access to all audit trails logged on all critical systems?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a copy of the results of such test)
AL2.	How are logs analyzed/correlated?	
AL3.	What are your retention requirements for audit logs?	
AL4.	Are audit logs archived and available for restoration if necessary for investigation purposes?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a copy of the results of such test)
	ORGANIZATIONAL SECURITY (OS):	**RESPONSES:**
OS1.	Do you require off-site data to be encrypted, or do you have a policy prohibiting removal of data from secured premises? Please explain. Describe your organization's encryption key handling infrastructure?	
OS2.	Do you use mobile computing devices, remote access and/or wireless technology? If so, please describe how these technologies/devices are secured.	
OS3.	Does your organization have a dedicated Information Security team that is responsible for implementing, enforcing and monitoring the Information Security management function?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
OS4.	Do you have a documented and established computer incident response program?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a copy of the program and a detailed description, including whether the program includes notification/escalation procedures to notify customers in the event of an intrusion
OS5.	Do you have a Computer Emergency Response Team established to address hacking and other system attacks?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
OS6.	Do you receive security vulnerability advisories from vendors or from organizations	

	such as CERT® (CERT® is a registered trademark of Carnegie Mellon University)? If yes, which advisories do you receive and what actions are taken on these advisories?	
OS7.	Do you impose all of your own security requirements on all downstream vendors, contractors, and subcontractors with access to data? Please explain.	
OS8.	Do you include specific protections in all agreements with all 3rd parties, including outsourcing contractors, to address security, confidentiality, and access control?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
OS9.	Do you use appropriate encryption technology to secure County Data?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
OS10.	If applicable, describe relevant encryption technology used to protect County Data (e.g., type of encryption and whether the encryption applies to data in motion, at rest, and data in use).	
OS11.	Do you irretrievably delete or destroy electronic, paper, and other copies and Personally Identifiable Information no longer required to be retained in accordance with Agreement or applicable law?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
OS12.	If applicable, describe destruction and erasure standards used to protect County Data (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization, DoD 5220.22-M Standard, etc.)	
	ASSET CLASSIFICATION AND DATA CONTROL (AC):	**RESPONSES:**
AC1.	Are all information assets, including those of your customers, accounted for and assigned a responsible owner for ensuring adequate controls are implemented to protect the confidentiality, integrity, and availability of those assets?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
AC2.	Do your information security policies establish a formal procedure for provisioning user access to computing resources that would be used to process, transmit, or store County Data?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please describe your access control procedures and practices)

AC3.	What level of management grants/approves employee access to information systems? How frequently are access rights reviewed? Do those procedures include requirements for adding users, adding or modifying access rights, and removal of access rights based on defined criteria?	
AC4.	Do you have a policy establishing that sessions initiated from outside public or third-party shared networks are permitted only for authorized users and application services? What controls are implemented to enforce these requirements?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please describe your network access control procedures and practices)
AC5.	Has your organization implemented automated activity monitoring and recording capabilities?	
	PHYSICAL AND ENVIRONMENTAL SECURITY (PE):	**RESPONSES:**
PE1.	Has your organization adopted formal policies and practices to control the use of data on removable media and mobile computers that are in effect, monitored, and enforced? Examples of removable media include CDs, DVDs, ZIP drives, USB fobs, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD). Examples of mobile computers include laptops, smartphones, tablets, and any other system that can be attached and detached easily from the network.	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of such a policy or describe your practices to establish these controls)
PE2.	Do you protect work area(s) where County intellectual property (IP), Personally Identifiable Information, and Confidential Information are contained by badge access control providing a physically secure environment including the monitoring and logging of access to that environment?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures)
PE3.	Do you protect work area(s) where County Data, Personally Identifiable Information, and Confidential Information are contained by security guards who are physically present at points of ingress and egress?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures)
PE4.	Do you protect work area(s) where County IP, Personally Identifiable Information, and	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice

	Confidential Information are contained by locks, alarms, and cameras which information can be monitored, recorded, and/or logged?	___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures)
PE5.	Do you use a CCTV to monitor all areas where sensitive County data is stored? If so, where is the CCTV video stored thereafter and for how long?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures)
PE6.	Do you use "Badge-in" and "Badge-out" procedures to control access to critical areas such as server rooms, IDF closets, data centers, etc. where County Data is contained?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures)
PE7.	Do you use dedicated or shared hardware (e.g., are your data centers and/or servers dedicated entirely to your service or shared with others)?	
PE8.	Does your organization have specific procedures to ensure documents containing sensitive information are not discarded in whole, readable form and that they are shredded, burned or otherwise mutilated and for cleansing and/or destroying computer media, including removable media, to ensure confidential information is adequately protected? In particular, has your company adopted procedures to ensure all computer media, including removable media, are wiped of all data (e.g., in accordance with the NIST Special Publication 800-88, *Guidelines for Media Sanitization*) before being sent out for service, redeployed for use in other engagements or for the use of other customers, decommissioned, sold, etc.?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
	COMMUNICATIONS AND OPERATIONAL MANAGEMENT (CO):	**RESPONSES:**
CO1.	Do you monitor all information processing facilities for security events which are reviewed and acted upon as defined in a formal, written incident response plan?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a copy of your incident response plan)

CO2.	Have you deployed anti-virus software is on all computers and update signature files frequently? Are incoming files scanned automatically? Are removable media scanned automatically when they are mounted on your systems? Are virus-infected files "repaired" automatically, or quarantined, or is a human operator required to make a decision? Are data storage areas regularly scanned for viruses that were not widely recognized when the data was originally collected and stored? How often does this scanning take place?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today
CO3.	Do you use back-up facilities to ensure essential business information can be recovered in the event of disaster or media failure? Are back-up copies of all critical and operational data stored offsite?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide details of your back-up procedures, including how often back- ups are performed for various categories of information, are back-ups retained in geographically disparate and secure locations, what is the method used to perform back-ups, and do you use RAID)
	SYSTEMS ACCESS CONTROL (SA):	**RESPONSES:**
SA1.	Do you require all data exchanges with 3rd parties to be subject to agreements that address the confidentiality, integrity, and availability of your systems and the information, including County Data, in your possession and control?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this is needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, provide a description of your contracting procedures)
SA2.	Are the devices (servers, routers and firewalls) your organization will be using to provide services to County dedicated to County or are they also used for you other customers as well? If the devices are hosting other customer data, what have you done to ensure that other customers cannot access County Data? What logical controls are in place?	
SA3.	Does any element of your service require you to outsource to another vendor? (a) If yes, please provide the vendor name. (b) If yes, has your outside provider undergone a recent vulnerability assessment performed by a recognized third party? (c) If yes, are they willing to share the results with us? (d) If no, would they be willing to undergo a vulnerability assessment?	

SA4.	Is network access to both internal and external networks is controlled and monitored? Is there a formal procedure for approving all external connections?	___ Not applicable to my environment/situation ___ Conscious decision not to deploy this practice ___ Aware this needed but no actions taken yet ___ Planned (within 3 mos.)/In development ___ Yes, this exists or occurs today (if checked, please provide a detailed description of your access control procedures)
SA5.	Has your organization implemented internal system barriers (logical barriers) to information access that prevent personnel or vendors from accessing information that is not relevant to their job functions? What systems are in place for this purpose?	
	SYSTEMS DEVELOPMENT AND MAINTENANCE (SD):	**RESPONSES:**
SD1.	Do you consider security at application and system design time and implement security through controls integrated into the development lifecycle?	____ Not applicable to my environment/situation ____ Conscious decision not to deploy this practice ____ Aware this needed but no actions taken yet ____ Planned (within 3 mos.)/In development ____ Yes, this exists or occurs today (if checked, please provide a detailed description of the procedures used in your application and systems development process to consider security risks and controls to mitigated those risks)
SD2.	Do you formally test systems for security before certification for production?	____ Not applicable to my environment/situation ____ Conscious decision not to deploy this practice ____ Aware this needed but no actions taken yet ____ Planned (within 3 mos.) /In development ____ Yes (if checked, please provide a detailed description of the procedures used to test the security of your applications and a copy of any pre-production certification procedures)
SD3.	Do you have separate physical/logical environments for development, testing and production?	____ Not applicable to my environment/situation ____ Conscious decision not to deploy this practice ____ Aware this needed but no actions taken yet ____ Planned (within 3 mos.)/In development ____ Yes (if checked, please provide a detailed description of the testing environments used)
	PRIVACY POLICY (PP):	**RESPONSES:**
PP1.	Does your company have a privacy policy? Is it published and available for our review? Do your personnel have copies?	
PP2.	Does your Board of Directors or Board-level committee review and approve your data	

	privacy and security policy and compliance program? Is the Board informed of the current status of privacy and security compliance? Do you have a senior management level position(s) responsible for oversight of privacy and security? Please provide names, titles and contact information of your privacy and security management.	
PP3.	Please provide a statement outlining how you recognize privacy and security as priorities within your company.	
PP4.	Will you permit County to independently verify your privacy procedures? Please explain.	
PP4.	Do you train your personnel to protect Personally Identifiable Information entrusted to them? Please provide a statement outlining your personnel privacy and security training, along with the training refresh schedule. What action is taken if your personnel do not comply with the company's privacy practices?	
PP5.	Do you have a process for reporting and managing Personally Identifiable Information breaches? What is the number and the outcome of the Personally Identifiable Information breaches reported in the past 12 months? Please provide a statement describing your process.	
PP6.	Are your employees and contractors trained to report Personally Identifiable Information breaches? Please explain.	
PP7.	Is it your policy to immediately report Personally Identifiable Information breaches to your clients, such as County? Please explain.	
PP8.	Have you had to provide notice about a Personally Identifiable Information breach in the last 24 months? If yes, provide a detailed description of each circumstance.	
PP9.	Are post-breach incidents reviewed to determine if there are system or procedure weaknesses that require remediation?	
PP10.	Do you require your own (downstream) vendors, contractors, and subcontractors to	

	report Personally Identifiable Information breaches to you? Please explain.	

Certification:

I have reviewed my company's responses to this Questionnaire and certify that all information given above is true and complete to the best of my knowledge. I further declare that all due diligence has been exercised in the preparation, gathering, and reporting of the foregoing information. I understand and acknowledge that County will rely on the responses provided above in potentially entering into a relationship with my organization and entrusting us with County's data. I represent and warrant that I am authorized by my organization to execute this Questionnaire on its behalf.

Name	Signature	Date

Title

COST ACCOUNTING AND DECISION SUPPORT SYSTEM

AND RELATED SERVICES

Request for Proposals

Exhibit V (Contractor Proposal)

#CADSS2019

EXHIBIT V

CONTRACTOR PROPOSAL

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT W (COUNTY KEY PERSONNEL)

#CADSS2019

EXHIBIT W

COUNTY KEY PERSONNEL

[Parties to complete prior to execution of the Agreement]

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX J.RF (REQUIRED AGREEMENT RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	This Cost Accounting and Decision Support System and Services Agreement (**"Agreement"**) is made and effective as of _____ __, 201__ (**"Effective Date"**), by and between the County of Los Angeles, a political subdivision of the State of California ("**County**"), and _____, with its principal place of business at _____ (**"Contractor"**). When used herein, the term "Agreement" includes the body of this Agreement and any and all Statements of Work 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 a writing signed by both Parties to incorporate herein by reference. The term "Agreement" shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor's response to the Proposal attached as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a "**Party**" and together as the "**Parties**."	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	This Cost Accounting and Decision Support System and Services Agreement (**"Agreement"**) is made and effective as of _____ __, 201__ (**"Effective Date"**), by and between the County of Los Angeles, a political subdivision of the State of California ("**County**"), and _____, with its principal place of business at _____ (**"Contractor"**). When used herein, the term "Agreement" includes the body of this Agreement and any and all Statements of Work 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 a writing signed by both Parties to incorporate herein by reference. The term "Agreement" shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor's response to the Proposal attached as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a "**Party**" and together as the "**Parties**."
RECITALS			
Recitals A.	County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
Recitals B.	The Los Angeles County Health Agency (the "Health Agency") consists of the Los Angeles County Department of Health Services ("DHS"), the Los Angeles County Department of Mental Health ("DMH"), and the Los Angeles County Department of Public Health ("DPH") and was formed in 2015 with the goal of providing seamless services to clients and identifying areas of need, and to position the Health Agency to address social determinants of health, such as poverty, addiction, and homelessness that drive poor health outcomes and higher healthcare utilization and costs. DHS is among the largest public hospital systems in the United States, and DMH is the largest mental health department in the United States. The Health Agency is governed by the County's Board of Supervisors ("Board") and provides services to over ten million County residents, encompassing hospital and outpatient care, health clinics, mental health services, and operates a number of public health programs such as environmental health, disease control, and community and family health. The mission of the Health Agency is to improve the health and wellness of Los Angeles County residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Los Angeles County Health Agency (the "Health Agency") consists of the Los Angeles County Department of Health Services ("DHS"), the Los Angeles County Department of Mental Health ("DMH"), and the Los Angeles County Department of Public Health ("DPH") and was formed in 2015 with the goal of providing seamless services to clients and identifying areas of need, and to position the Health Agency to address social determinants of health, such as poverty, addiction, and homelessness that drive poor health outcomes and higher healthcare utilization and costs. DHS is among the largest public hospital systems in the United States, and DMH is the largest mental health department in the United States. The Health Agency is governed by the County's Board of Supervisors ("Board") and provides services to over ten million County residents, encompassing hospital and outpatient care, health clinics, mental health services, and operates a number of public health programs such as environmental health, disease control, and community and family health. The mission of the Health Agency is to improve the health and wellness of Los Angeles County residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities.
Recitals C.	County needs to gain a deep insight into, and be able to report in a comprehensive and precise manner on, the various costs, collectively and individually, associated with the delivery of inpatient and outpatient services by DHS	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	County needs to gain a deep insight into, and be able to report in a comprehensive and precise manner on, the various costs, collectively and individually, associated with the delivery of inpatient and outpatient services by DHS

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	providers, personnel, and facilities. The CADS System, as defined below, is required to enable County to analyze its current cost structure for its delivery of health care services (for all direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. The Cost Accounting and Decision Support System, or alternatively, the Licensed Software, Hardware, and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, the "CADS System".	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	providers, personnel, and facilities. The CADS System, as defined below, is required to enable County to analyze its current cost structure for its delivery of health care services (for all direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. The Cost Accounting and Decision Support System, or alternatively, the Licensed Software, Hardware, and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, the "CADS System".
Recitals D.	County's business objectives ("Business Objectives") include, among others, to:	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County's business objectives ("Business Objectives") include, among others, to:
Recitals D. Bullet 1	Understand costs and the cost structure of all activities supporting the services DHS delivers;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific**	Understand costs and the cost structure of all activities supporting the services DHS delivers;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
Recitals D. Bullet 2	Understand all costs components and compare the cost of services across entities and providers;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Understand all costs components and compare the cost of services across entities and providers;
Recitals D. Bullet 3	Analyze costs per service and costs per providers across each facility individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Analyze costs per service and costs per providers across each facility individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals D. Bullet 4	Identify areas of services with significant cost variances;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Identify areas of services with significant cost variances;
Recitals D. Bullet 5	Accurately assess budget impacts of alternative operational and performance data assumptions; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Accurately assess budget impacts of alternative operational and performance data assumptions; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals D. Bullet 6	Provide the analytics and information necessary to perform zero-based budgeting.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Provide the analytics and information necessary to perform zero-based budgeting.
Recitals E.	The CADS System and related Services as provided in this Agreement and Statement of Work will enable County to meet its key requirements, which include:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The CADS System and related Services as provided in this Agreement and Statement of Work will enable County to meet its key requirements, which include:
Recitals E. Bullet 1	Calculating the overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities);	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Calculating the overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities);

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
Recitals E. Bullet 2	Identifying areas of services with significant cost variances;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Identifying areas of services with significant cost variances;
Recitals E. Bullet 3	Comparing costs per service (e.g., MRI, GI procedure, hip replacement) and costs per provider across each facility individually, in various combinations, and in aggregate, and deliver insights of the cost structure of services	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Comparing costs per service (e.g., MRI, GI procedure, hip replacement) and costs per provider across each facility individually, in various combinations, and in aggregate, and deliver insights of the cost structure of services

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals E. Bullet 4	Analyzing costs per service and costs per provider across each entity individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Analyzing costs per service and costs per provider across each entity individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization
Recitals E. Bullet 5	Accurately assessing budget impacts of alternative operational and performance data assumptions and develop reliable and predictive budget scenarios and models;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Accurately assessing budget impacts of alternative operational and performance data assumptions and develop reliable and predictive budget scenarios and models;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals E. Bullet 6	Integrating business intelligence with indicators for opportunities;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Integrating business intelligence with indicators for opportunities;
Recitals E. Bullet 7	Establishing an activity-based operating budget using historical financial, workload, and patient-level information;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Establishing an activity-based operating budget using historical financial, workload, and patient-level information;
Recitals E. Bullet 8	Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges);

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
Recitals E. Bullet 9	Integrating productivity tools to measure labor performance;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Integrating productivity tools to measure labor performance;
Recitals E. Bullet 10	Enabling scenario-based forecasting of budget impacts/changes based upon a wide variety of County-developed rules (e.g., change in patient population, payor mix) and data assumptions; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Enabling scenario-based forecasting of budget impacts/changes based upon a wide variety of County-developed rules (e.g., change in patient population, payor mix) and data assumptions; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals E. Bullet 11	Meeting the CADS System Business Objectives, as further described in Exhibit H (CADS System Business Objectives).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Meeting the CADS System Business Objectives, as further described in Exhibit H (CADS System Business Objectives).
Recitals F.	County issued a Request for Proposal for the Cost Accounting and Decision Support System (#CADSS2019) ("RFP"), dated [**], for the provision, implementation, and maintenance and support of the CADS System. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to Board for its consideration for approval and award.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County issued a Request for Proposal for the Cost Accounting and Decision Support System (#CADSS2019) ("RFP"), dated [**], for the provision, implementation, and maintenance and support of the CADS System. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to Board for its consideration for approval and award.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals G.	County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.
Recitals H.	Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the CADS System on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to effectively integrate all components of the CADS System.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the CADS System on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to effectively integrate all components of the CADS System.
AGREEMENT			
Paragraph 1	In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
SECTION 1. (TERM)			
1.1	**Term** The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section **Error! Reference source not found.** (Termination), or (b) the expiration or termination of the Support Term (collectively, the "**Term**"), subject to Section **Error! Reference source not found.** (Term of Statements of Work; License Term), Section **Error! Reference source not found.** (Effect of Termination), and Section **Error! Reference source not found.** (Survival).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Term** The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section **Error! Reference source not found.** (Termination), or (b) the expiration or termination of the Support Term (collectively, the "**Term**"), subject to Section **Error! Reference source not found.** (Term of Statements of Work; License Term), Section **Error! Reference source not found.** (Effect of Termination), and Section **Error! Reference source not found.** (Survival).
1.2	**Initial and Renewal Support Terms for Support Services** The term for Support Services, as defined in Section **Error! Reference source not found.** (Support Services), shall commence on the Go-Live and continue in full force until the tenth (10th) anniversary of the Effective Date, unless earlier terminated as provided herein (the "**Initial Support Term**"). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for five	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Initial and Renewal Support Terms for Support Services** The term for Support Services, as defined in Section **Error! Reference source not found.** (Support Services), shall commence on the Go-Live and continue in full force until the tenth (10th) anniversary of the Effective Date, unless earlier terminated as provided herein (the "**Initial Support Term**"). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for five

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	(5) additional consecutive one (1) year terms (the "**Renewal Support Term**") by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the "**Support Term**." Contractor shall provide County with at least three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to County's Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor's failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section **Error! Reference source not found.** (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence.	**proposed revision in the adjacent column using "track changes."**	(5) additional consecutive one (1) year terms (the "**Renewal Support Term**") by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the "**Support Term**." Contractor shall provide County with at least three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to County's Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor's failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section **Error! Reference source not found.** (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence.
1.3	**Term of Statements of Work; License Term** The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall not affect the License granted in Section **Error! Reference source not found.** (Licensed Software) and related License provisions, which License shall continue in perpetuity, notwithstanding expiration or termination of this Agreement or the Support Term. The term of the License granted in Section **Error! Reference source not found.** (License Grant) shall be referred to as the "**License Term**." For the avoidance of doubt, Section **Error! Reference source not found.** (Termination for Material Breach) shall not apply to allow termination of the License granted in Section **Error! Reference source not found.** (Licensed Software), except in the event of County's material breach of Section **Error! Reference source not found.** (Intellectual	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Term of Statements of Work; License Term** The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall not affect the License granted in Section **Error! Reference source not found.** (Licensed Software) and related License provisions, which License shall continue in perpetuity, notwithstanding expiration or termination of this Agreement or the Support Term. The term of the License granted in Section **Error! Reference source not found.** (License Grant) shall be referred to as the "**License Term**." For the avoidance of doubt, Section **Error! Reference source not found.** (Termination for Material Breach) shall not apply to allow termination of the License granted in Section **Error! Reference source not found.** (Licensed Software), except in the event of County's material breach of Section **Error! Reference source not found.** (Intellectual

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Property) or Section **Error! Reference source not found.** (Confidentiality).		Property) or Section **Error! Reference source not found.** (Confidentiality).
SECTION 2. (IDENTIFICATION OF PARTIES)			
2.1 (a)	**Contractor; Subcontracting** Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor; Subcontracting** Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.
2.1 (b)	County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Section **Error! Reference source not found.** (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in Sections **Error! Reference source not found.**0 and 0 (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Section **Error! Reference source not found.** (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in Sections **Error! Reference source not found.**0 and 0 (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	breach of this Agreement, upon which County may immediately terminate this Agreement.		breach of this Agreement, upon which County may immediately terminate this Agreement.
2.1 (c)	If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
2.1 (c) (i)	The reason(s) for the particular subcontract;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The reason(s) for the particular subcontract;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.1 (c) (ii)	Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
2.1 (c) (iii)	A detailed description of the work to be performed by the proposed subcontractor;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	A detailed description of the work to be performed by the proposed subcontractor;
2.1 (c) (iv)	Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
2.1 (c) (v)	A draft copy of the proposed subcontract agreement, which shall, at a minimum:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	A draft copy of the proposed subcontract agreement, which shall, at a minimum:
2.1 (c) (v) (1)	include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.1 (c) (v) (2)	provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section **Error! Reference source not found.** (Indemnification); and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section **Error! Reference source not found.** (Indemnification); and
2.1 (c) (v) (3)	include (A) Exhibit R (Confidentiality and Assignment Agreement); (B) Exhibit F (Business Associate Agreement); and (C) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	include (A) Exhibit R (Confidentiality and Assignment Agreement); (B) Exhibit F (Business Associate Agreement); and (C) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.1 (c) (vi)	Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and
2.1 (c) (vii)	Other pertinent information and/or certifications requested by County.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Other pertinent information and/or certifications requested by County.
2.1 (d)	County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
2.1 (e)	Subject to and in addition to the provisions of Section **Error! Reference source not found.** (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Subject to and in addition to the provisions of Section **Error! Reference source not found.** (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.
2.1 (f)	Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.		County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
2.1 (g)	County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County.
2.1 (g) Paragraph 2	Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.1 (h)	Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
2.1 (i)	In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
2.1 (i) (i)	A fully executed copy of each subcontract entered into by Contractor;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	A fully executed copy of each subcontract entered into by Contractor;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
2.1 (i) (ii)	An executed version of County's then current Confidentiality and Assignment Agreement ("**Confidentiality and Assignment Agreement**") and Business Associate Agreement ("**BAA**") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	An executed version of County's then current Confidentiality and Assignment Agreement ("**Confidentiality and Assignment Agreement**") and Business Associate Agreement ("**BAA**") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and
2.1 (i) (iii)	Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		_____	
2.1 (j)	Notwithstanding County's consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	Notwithstanding County's consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.
2.1 (k)	In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section **Error! Reference source not found.** (Contractor; Subcontracting) or a blanket consent to any further subcontracting.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section **Error! Reference source not found.** (Contractor; Subcontracting) or a blanket consent to any further subcontracting.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.2	**County** The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County's agencies, departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange (HIE) (each, an "**Affiliated User,**" and collectively, "**Affiliate Users**").	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County** The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County's agencies, departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange (HIE) (each, an "**Affiliated User,**" and collectively, "**Affiliate Users**").
2.3	**County Designee** Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the "**County Designee**") shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County written Approval shall be required for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County Designee** Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the "**County Designee**") shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County written Approval shall be required for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section **Error! Reference source not found.** (County Designee).		Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section **Error! Reference source not found.** (County Designee).
SECTION 3. (LICENSED SOFTWARE)			
3.1 (License Grant) 3.1.1	**Scope of License** Subject to the terms and conditions of this Agreement, Contractor grants to County a perpetual, worldwide, non-exclusive, transferable (as provided in Section **Error! Reference source not found.** (Assignment by County) license to Use the Licensed Software and Documentation (as defined in Section **Error! Reference source not found.** (Documentation) below) for County's business purposes and activities (hereinafter "**License**"). For the purposes of this Section **Error! Reference source not found.** (Licensed Software), the term "**Use**" as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, transaction processing, data transmission and exchange, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to County finance users, physicians, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of the CADS System.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Scope of License** Subject to the terms and conditions of this Agreement, Contractor grants to County a perpetual, worldwide, non-exclusive, transferable (as provided in Section **Error! Reference source not found.** (Assignment by County) license to Use the Licensed Software and Documentation (as defined in Section **Error! Reference source not found.** (Documentation) below) for County's business purposes and activities (hereinafter "**License**"). For the purposes of this Section **Error! Reference source not found.** (Licensed Software), the term "**Use**" as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, transaction processing, data transmission and exchange, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to County finance users, physicians, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of the CADS System.
3.1.2	**License Restrictions** The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**License Restrictions** The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	permitted by County, except to the extent permitted by applicable law or authorized by Contractor.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	permitted by County, except to the extent permitted by applicable law or authorized by Contractor.
3.1.3	**County's Use In Excess of License Limitations** In the event that parts of the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited basis, Contractor's sole and exclusive remedy and County's sole and exclusive liability shall be payment of the licensee fees attributable to the excess Use at the fees that are at least as favorable as the rates originally paid hereunder by County.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County's Use In Excess of License Limitations** In the event that parts of the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited basis, Contractor's sole and exclusive remedy and County's sole and exclusive liability shall be payment of the licensee fees attributable to the excess Use at the fees that are at least as favorable as the rates originally paid hereunder by County.
3.2	**Revisions** During the Support Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, including required implementation services to enable County to utilize the Revisions, beyond the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, if (a) the Licensed Software is displaced in Contractor's product line	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Revisions** During the Support Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, including required implementation services to enable County to utilize the Revisions, beyond the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, if (a) the Licensed Software is displaced in Contractor's product line

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "**Displaced/Renamed Product**"), County shall receive such Displaced/Renamed Product as a Revision.		by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "**Displaced/Renamed Product**"), County shall receive such Displaced/Renamed Product as a Revision.
3.3	**Documentation** For purposes of this Agreement, the term "**Documentation**" shall mean all of Contractor's training course materials, system specifications and technical manuals, and all other user instructions (as to each of the above, to the extent such Documentation is provided by Contractor or otherwise made available any of its customers) regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County Designees, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and its personnel's Use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form. Documentation as to Integral Third-Party Software or Third-Party Products shall be included within the meaning of the term	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Documentation** For purposes of this Agreement, the term "**Documentation**" shall mean all of Contractor's training course materials, system specifications and technical manuals, and all other user instructions (as to each of the above, to the extent such Documentation is provided by Contractor or otherwise made available any of its customers) regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County Designees, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and its personnel's Use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form. Documentation as to Integral Third-Party Software or Third-Party Products shall be included within the meaning of the term

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	"Documentation," provided, such Documentation is accessible or available to Contractor.		"Documentation," provided, such Documentation is accessible or available to Contractor.
SECTION 4. (ESCROW OF SOURCE MATERIALS)			
4.1	**Escrow Agent and Release Conditions** Contractor has deposited a copy of the Source Material for the Licensed Software with _____, a software escrow agent (the "**Escrow Agent**"), located at _____, _____ (the "**Escrow**") pursuant to a written escrow agreement ("**Escrow Agreement**"). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor's duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the "**Release Conditions**"): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Section **Error! Reference source not found.** (Bankruptcy And Liquidation); (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; (e) termination of this Agreement for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Escrow Agent and Release Conditions** Contractor has deposited a copy of the Source Material for the Licensed Software with _____, a software escrow agent (the "**Escrow Agent**"), located at _____, _____ (the "**Escrow**") pursuant to a written escrow agreement ("**Escrow Agreement**"). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor's duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the "**Release Conditions**"): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Section **Error! Reference source not found.** (Bankruptcy And Liquidation); (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; (e) termination of this Agreement for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	understanding the Source Material without being subject to Section **Error! Reference source not found.** (Prohibition Against Inducement or Persuasion).		understanding the Source Material without being subject to Section **Error! Reference source not found.** (Prohibition Against Inducement or Persuasion).
4.2	**Natural Degeneration** The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality ("**Natural Degeneration**"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County's request, Contractor shall provide a replacement copy of the Source Material.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Natural Degeneration** The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality ("**Natural Degeneration**"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County's request, Contractor shall provide a replacement copy of the Source Material.
4.3	**Use of Source Material** Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent's responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Use of Source Material** Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent's responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.4	**Proprietary Rights** County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section **Error! Reference source not found.** (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Proprietary Rights** County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section **Error! Reference source not found.** (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.
4.5	**County's Right to Verify Source Material** Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County's Right to Verify Source Material** Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.
4.6	**Amendment of Escrow Agreement**	**Do you accept this provision?**	**Amendment of Escrow Agreement**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Contractor shall cause the Escrow Agreement (attached as Exhibit P (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section **Error! Reference source not found.** (Escrow of Source Materials). In addition, to the extent this Section **Error! Reference source not found.** (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section **Error! Reference source not found.** (Escrow of Source Materials).	☐ **"Yes"** or ☐ **'No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall cause the Escrow Agreement (attached as Exhibit P (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section **Error! Reference source not found.** (Escrow of Source Materials). In addition, to the extent this Section **Error! Reference source not found.** (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section **Error! Reference source not found.** (Escrow of Source Materials).
4.7	**Escrow Maintenance Fees** There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Escrow Maintenance Fees** There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.
SECTION 5. (BANKRUPTCY AND LIQUIDATION)			
5.	In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy,	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:
5. (a)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;
5. (b)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to	**Do you accept this provision?**	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and
5. (c)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.
SECTION 6. (CONTINUOUS LICENSED SOFTWARE SUPPORT)			
6.	If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same level that Contractor supported the Licensed Software as of the Effective Date,	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same level that Contractor supported the Licensed Software as of the Effective Date,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	(collectively referred to as a "**Successor Event**"), Contractor or Contractor's assignee or successor shall provide Support Services in accordance with this Agreement for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by County. After such five (5) years or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor's assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at its sole option, may elect to transfer the license of the Licensed Software, without cost or penalty, to another similar product ("**Replacement Product**") within Contractor or Contractor's assignee's or successor's product offering. For purposes of this Section **Error! Reference source not found.** (Continuous Licensed Software Support), the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	(collectively referred to as a "**Successor Event**"), Contractor or Contractor's assignee or successor shall provide Support Services in accordance with this Agreement for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by County. After such five (5) years or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor's assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at its sole option, may elect to transfer the license of the Licensed Software, without cost or penalty, to another similar product ("**Replacement Product**") within Contractor or Contractor's assignee's or successor's product offering. For purposes of this Section **Error! Reference source not found.** (Continuous Licensed Software Support), the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:
6. (a)	Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to County, at its option;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to County, at its option;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		_____	
6. (b)	Any and all software offered separately and needed to fulfill the original Licensed Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	Any and all software offered separately and needed to fulfill the original Licensed Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees;
6. (c)	Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
6. (d)	Contractor shall provide to County reasonable training for purposes of learning the Replacement Product at no cost to County;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall provide to County reasonable training for purposes of learning the Replacement Product at no cost to County;
6. (e)	All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and
6. (f)	The definition of Licensed Software shall then mean and include the Replacement Product.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	The definition of Licensed Software shall then mean and include the Replacement Product.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
SECTION 7. (THIRD-PARTY PRODUCTS AND THIRD-PARTY INTELLECTUAL PROPERTY)			
7.	Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party Intellectual Property; (c) Contractor's authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or the applicable Statement of Work, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County's agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County's business purposes and activities.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party Intellectual Property; (c) Contractor's authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or the applicable Statement of Work, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County's agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County's business purposes and activities.
SECTION 8. (HARDWARE)			

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8.	To the extent County will purchase any hardware or other equipment from Contractor (collectively, "**Hardware**"), such Hardware shall be specifically identified in Exhibit D (Hardware) or the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to County designated Free On Board ("**FOB**") destination. Contractor shall ensure delivery of the Hardware within the times prescribed in Exhibit D (Hardware) or the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	To the extent County will purchase any hardware or other equipment from Contractor (collectively, "**Hardware**"), such Hardware shall be specifically identified in Exhibit D (Hardware) or the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to County designated Free On Board ("**FOB**") destination. Contractor shall ensure delivery of the Hardware within the times prescribed in Exhibit D (Hardware) or the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts.
SECTION 9. (SERVICES AND DELIVERABLES)			
9.1	**Services** Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in this Agreement and described in one or more sequentially numbered, written statements of work that specifically reference this Agreement and are attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work) (each, a "**Statement of Work**"). Each new Statement of Work shall be in the general form used in the Statement of Work attached as Exhibit A. It is anticipated and understood that the Services may be adapted through additional Statements of Work and modifications to existing Statements of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County's operations.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Services** Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in this Agreement and described in one or more sequentially numbered, written statements of work that specifically reference this Agreement and are attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work) (each, a "**Statement of Work**"). Each new Statement of Work shall be in the general form used in the Statement of Work attached as Exhibit A. It is anticipated and understood that the Services may be adapted through additional Statements of Work and modifications to existing Statements of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County's operations.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.1 Paragraph 2	Contractor shall provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business, departmental responsibilities, intra-Affiliate relationships, or geographic locations within Contractor's organization from which such Services are offered, or the internal cost, investment, or profit center within Contractor's organization to which the financial accounting for a Service is ultimately attributed.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business, departmental responsibilities, intra-Affiliate relationships, or geographic locations within Contractor's organization from which such Services are offered, or the internal cost, investment, or profit center within Contractor's organization to which the financial accounting for a Service is ultimately attributed.
9.2	**New Statement(s) of Work** Each new Statement of Work will be effective and become valid and enforceable only as to Optional Work when a Change Order is executed in accordance with Section **Error! Reference source not found.** (Change Orders), and in all other instances, when an Amendment is approved in accordance with Section **Error! Reference source not found.** (Amendments). If a conflict arises between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express Amendment to a specific section of this Agreement, the body of this Agreement shall control. Each Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**New Statement(s) of Work** Each new Statement of Work will be effective and become valid and enforceable only as to Optional Work when a Change Order is executed in accordance with Section **Error! Reference source not found.** (Change Orders), and in all other instances, when an Amendment is approved in accordance with Section **Error! Reference source not found.** (Amendments). If a conflict arises between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express Amendment to a specific section of this Agreement, the body of this Agreement shall control. Each Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.
9.3 (Project Work Plan and Project Schedule) 9.3.1	**Project Work Plan and Project Schedule** Contractor shall implement the CADS System in accordance with the Project Work Plan and Project Schedule, each of which shall be developed, maintained, and managed to by Contractor and to which near real time	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Project Work Plan and Project Schedule** Contractor shall implement the CADS System in accordance with the Project Work Plan and Project Schedule, each of which shall be developed, maintained, and managed to by Contractor and to which near real time

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	access shall be provided to County. The Project Schedule shall, at a minimum, include the following items:	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	access shall be provided to County. The Project Schedule shall, at a minimum, include the following items:
9.3.1 (a)	Deliverable number;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Deliverable number;
9.3.1 (b)	Description;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Description;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.3.1 (c)	Due date;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Due date;
9.3.1 (d)	Associated Deliverable;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Associated Deliverable;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.3.1 (e)	Milestone; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Milestone; and
9.3.1 (f)	Any other items required by County under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any other items required by County under this Agreement.
9.3.2	**Key Deliverables** Exhibit A.5 (Project Work Plan) shall specify certain Deliverables as Key Deliverables, as determined by County. A Key Deliverable shall be deemed completed for purposes of this Section **Error! Reference source not found.** (Key	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Key Deliverables** Exhibit A.5 (Project Work Plan) shall specify certain Deliverables as Key Deliverables, as determined by County. A Key Deliverable shall be deemed completed for purposes of this Section **Error! Reference source not found.** (Key

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section **Error! Reference source not found.** (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion. A failure by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section **Error! Reference source not found.** (Changes to Agreement)) shall be subject to the provisions of Section **Error! Reference source not found.** (Credits to County), Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) and Section **Error! Reference source not found.** (Termination for Material Breach).	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section **Error! Reference source not found.** (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion. A failure by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section **Error! Reference source not found.** (Changes to Agreement)) shall be subject to the provisions of Section **Error! Reference source not found.** (Credits to County), Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) and Section **Error! Reference source not found.** (Termination for Material Breach).
9.4	**Implementation Services** Contractor shall provide Implementation Services, including CADS System setup, installation, testing, training and other services required for successful implementation of the CADS System, as provided in this Agreement and further described in Exhibit A (Statement of Work).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Implementation Services** Contractor shall provide Implementation Services, including CADS System setup, installation, testing, training and other services required for successful implementation of the CADS System, as provided in this Agreement and further described in Exhibit A (Statement of Work).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
9.4 Paragraph 2	Contractor shall provide to County the Implementation Services, in accordance with the Project Work Plan and Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall provide to County the Implementation Services, in accordance with the Project Work Plan and Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.
9.5	**Knowledge Transfer and Training** The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Knowledge Transfer). Each month, as part of a formal monthly review, Contractor will demonstrate measured progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, unlimited access to the computer-based training course material relating to the Services, including: _____. This training material shall be loaded onto a County server and made available for County training purposes.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Knowledge Transfer and Training** The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Knowledge Transfer). Each month, as part of a formal monthly review, Contractor will demonstrate measured progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, unlimited access to the computer-based training course material relating to the Services, including: _____. This training material shall be loaded onto a County server and made available for County training purposes.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.5 Paragraph 2	As part of the knowledge transfer and training activities, Contractor shall provide real-time training to County and its personnel, at a location or locations to be designated by County, and as set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	As part of the knowledge transfer and training activities, Contractor shall provide real-time training to County and its personnel, at a location or locations to be designated by County, and as set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.
9.6	**Interfaces** Contractor acknowledges and agrees that County may Interface, integrate, and use the CADS System with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall make applicable application program interfaces ("**API**") available for County's use (included as appropriate third parties creating an Interface) as provided above at no additional charge. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with the CADS System. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work, which Interfaces shall include but not be limited to Interfaces to	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Interfaces** Contractor acknowledges and agrees that County may Interface, integrate, and use the CADS System with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall make applicable application program interfaces ("**API**") available for County's use (included as appropriate third parties creating an Interface) as provided above at no additional charge. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with the CADS System. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work, which Interfaces shall include but not be limited to Interfaces to

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	third party systems and hardware identified in Exhibit L (Interfaces). All such required Interfaces shall be part of the Deliverables to be provided by Contractor.		third party systems and hardware identified in Exhibit L (Interfaces). All such required Interfaces shall be part of the Deliverables to be provided by Contractor.
9.7	**Support Services** Contractor shall provide the Licensed Software support and maintenance services described in this Section **Error! Reference source not found.** (Support Services) and the applicable Statement(s) of Work (collectively, the "**Support Services**"). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Section **Error! Reference source not found.** (Support Services).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Support Services** Contractor shall provide the Licensed Software support and maintenance services described in this Section **Error! Reference source not found.** (Support Services) and the applicable Statement(s) of Work (collectively, the "**Support Services**"). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Section **Error! Reference source not found.** (Support Services).
9.7.1	**Support Responsibilities** In addition to any warranty or other obligations of Contractor under this Agreement, Contractor shall:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Support Responsibilities** In addition to any warranty or other obligations of Contractor under this Agreement, Contractor shall:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.7.1 (a)	Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;
9.7.1 (b)	Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);
9.7.1 (c)	Provide unlimited telephone support twenty-four (24) hours a day, seven (7) days a week;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Provide unlimited telephone support twenty-four (24) hours a day, seven (7) days a week;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
9.7.1 (d)	Provide online access to technical support bulletins and other user and self-help support information and forums;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Provide online access to technical support bulletins and other user and self-help support information and forums;
9.7.1 (e)	Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.7.1 (f)	Provide invitations for County personnel to attend and participate in, at no additional cost (excluding travel expenses) to County (i) all user conferences and trade shows relating to the Licensed Software and (ii) any meetings of any user group that determines or influences Contractor's priorities for development of future enhancements of the Licensed Software.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Provide invitations for County personnel to attend and participate in, at no additional cost (excluding travel expenses) to County (i) all user conferences and trade shows relating to the Licensed Software and (ii) any meetings of any user group that determines or influences Contractor's priorities for development of future enhancements of the Licensed Software.
9.7.2	**Contractor's Revisions** Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, or quality of Services that County previously received and shall continue to comply with all of the requirements of this Agreement, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor's Revisions** Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, or quality of Services that County previously received and shall continue to comply with all of the requirements of this Agreement, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and

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	remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the Support Term. County shall be entitled to withhold support payments under Section **Error! Reference source not found.** (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in Section **Error! Reference source not found.** (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the Term of this Agreement Contractor shall provide Support Services for the current Version of Licensed Software and the most recent prior two (2) Versions.		remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the Support Term. County shall be entitled to withhold support payments under Section **Error! Reference source not found.** (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in Section **Error! Reference source not found.** (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the Term of this Agreement Contractor shall provide Support Services for the current Version of Licensed Software and the most recent prior two (2) Versions.
9.7.3	**Support Not to Be Withheld** Support Services under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Support Not to Be Withheld** Support Services under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.
9.7.4	**No Removal of Data** Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**No Removal of Data** Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	retention is reasonably necessary to perform the Support Services or is otherwise Approved in writing by County.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	retention is reasonably necessary to perform the Support Services or is otherwise Approved in writing by County.
9.8	**Optional Work** Upon County's written request, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section **Error! Reference source not found.**8 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) under a mutually agreed to statement of work pursuant to the terms of this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Optional Work** Upon County's written request, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section **Error! Reference source not found.**8 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) under a mutually agreed to statement of work pursuant to the terms of this Agreement.
9.8.1	**New Software** Upon County's written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements). Upon	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**New Software** Upon County's written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements). Upon

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	delivery by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered New Software via a Change Notice or by an Amendment, in each case, in accordance with Section **Error! Reference source not found.** (Changes to Agreement).		delivery by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered New Software via a Change Notice or by an Amendment, in each case, in accordance with Section **Error! Reference source not found.** (Changes to Agreement).
9.8.1 Paragraph 2	All New Software, once accepted and approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such New Software shall not cause an increase in the Support Services Fees for Support Services under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All New Software, once accepted and approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such New Software shall not cause an increase in the Support Services Fees for Support Services under this Agreement.
9.8.2	**Professional Services** Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance with any applicable Change Order. 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, including consulting services and/or additional training, for services not included in Implementation Services. 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	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Professional Services** Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance with any applicable Change Order. 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, including consulting services and/or additional training, for services not included in Implementation Services. 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

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	County for Approval a Statement of Work 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 C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, 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 enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section **Error! Reference source not found.** (Changes to Agreement).		County for Approval a Statement of Work 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 C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, 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 enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section **Error! Reference source not found.** (Changes to Agreement).
9.8.2 Paragraph 2	Any Professional Services that are accepted and Approved in writing by County shall become a part of the Services, and any products of Professional Services, once accepted and Approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any Professional Services that are accepted and Approved in writing by County shall become a part of the Services, and any products of Professional Services, once accepted and Approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.

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9.9	**Time** Time is of the essence with regard to Contractor's performance of the Services.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Time** Time is of the essence with regard to Contractor's performance of the Services.
9.10	**Contractor Access to County Facilities** Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County's standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be approved in advance by the County Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by the County Project Director or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Access to County Facilities** Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County's standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be approved in advance by the County Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by the County Project Director or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and

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	visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:		visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:
9.10 (a)	Contractor is responsible to ensure that Contractor Personnel 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor is responsible to ensure that Contractor Personnel 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.
9.10 (b)	Contractor shall notify County within one (1) business day when a Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been terminated from working under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall notify County within one (1) business day when a Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been terminated from working under this Agreement.
9.10 (c)	If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the	**Do you accept this provision?**	If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the

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	Contractor Personnel to County on the next business day after the Contractor Personnel has been removed from working under this Agreement.	☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor Personnel to County on the next business day after the Contractor Personnel has been removed from working under this Agreement.
9.11	**Damage to County Facilities** County shall repair, or cause to be repaired, at Contractor's own cost, any and all damage to County facilities, including, without limitation, County's buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Damage to County Facilities** County shall repair, or cause to be repaired, at Contractor's own cost, any and all damage to County facilities, including, without limitation, County's buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.
9.12	**Unapproved Work** If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Unapproved Work** If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of

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	Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, deliverables, goods, services, or other work.	**proposed revision in the adjacent column using "track changes."**	Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, deliverables, goods, services, or other work.
9.13	**Approval of Key Deliverables** All Key Deliverables provided by Contractor under this Agreement must have the written approval of the County Project Director as described in this Section **Error! Reference source not found.** (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter "**Acceptance Certificate**"), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, approval, and signature. In the event that the County Project Director approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, approval, and signature. Each Acceptance Certificate must have the approval of the County Project Director, as evidenced by the County Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In the event the County Project Director or Contractor Project Director does not approve the Acceptance Certificate, the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-approval. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Key Deliverable not approved by County in accordance	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Approval of Key Deliverables** All Key Deliverables provided by Contractor under this Agreement must have the written approval of the County Project Director as described in this Section **Error! Reference source not found.** (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter "**Acceptance Certificate**"), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, approval, and signature. In the event that the County Project Director approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, approval, and signature. Each Acceptance Certificate must have the approval of the County Project Director, as evidenced by the County Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In the event the County Project Director or Contractor Project Director does not approve the Acceptance Certificate, the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-approval. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Key Deliverable not approved by County in accordance

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	with this Section **Error! Reference source not found.** (Approval of Key Deliverables).		with this Section **Error! Reference source not found.** (Approval of Key Deliverables).
9.14	**Interfering Acts** Except as otherwise provided in Section **Error! Reference source not found.** (Force Majeure), in the event of Contractor's non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County's material breach of its obligations under the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor's ability to perform the obligation (collectively, "**Interfering Acts**"). Upon the occurrence of acts or omissions by County in breach of County's performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor's inability to perform its obligation as a result of County's failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor's arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County's failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County's failure to perform its obligations	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Interfering Acts** Except as otherwise provided in Section **Error! Reference source not found.** (Force Majeure), in the event of Contractor's non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County's material breach of its obligations under the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor's ability to perform the obligation (collectively, "**Interfering Acts**"). Upon the occurrence of acts or omissions by County in breach of County's performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor's inability to perform its obligation as a result of County's failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor's arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County's failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County's failure to perform its obligations

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	under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties or obligations under the Agreement which in the aggregate are material.		under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties or obligations under the Agreement which in the aggregate are material.
SECTION 10. (PROJECT TEAM)			
10.	Contractor represents and warrants that the Services shall be performed in accordance with Exhibit T (Project Team and Governance), the terms of this Agreement, and any applicable Statement of Work.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor represents and warrants that the Services shall be performed in accordance with Exhibit T (Project Team and Governance), the terms of this Agreement, and any applicable Statement of Work.
SECTION 11. (SERVICE LEVELS)			
11.	Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration and operated in conformance with the terms of this Agreement, the CADS System shall achieve the service levels ("**Service Levels**") set forth in Exhibit E (Service Levels and Performance Standards), any applicable Statement of Work, and in this Agreement and operate in accordance with the Specifications.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration and operated in conformance with the terms of this Agreement, the CADS System shall achieve the service levels ("**Service Levels**") set forth in Exhibit E (Service Levels and Performance Standards), any applicable Statement of Work, and in this Agreement and operate in accordance with the Specifications.

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SECTION 12. (ACCEPTANCE)			
12.1	**Acceptance Criteria** The CADS System, Deliverables, and Milestones (if the Statement of Work provides for Milestones), may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties in writing, as developed in accordance with the applicable Statement(s) of Work and this Section **Error! Reference source not found.** (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based, at a minimum, on (a) conformance of the CADS System, operating on the Recommended Configuration and Hardware, to the Specifications, and (b) the capability of the CADS System, operating on the Recommended Configuration and Hardware, to fully support (1) the achievement of the Business Objectives and (2) appropriate protection of all Protected Health Information as provided in this Agreement. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the CADS System as a whole, shall be based solely on County's reasonable satisfaction therewith.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Acceptance Criteria** The CADS System, Deliverables, and Milestones (if the Statement of Work provides for Milestones), may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties in writing, as developed in accordance with the applicable Statement(s) of Work and this Section **Error! Reference source not found.** (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based, at a minimum, on (a) conformance of the CADS System, operating on the Recommended Configuration and Hardware, to the Specifications, and (b) the capability of the CADS System, operating on the Recommended Configuration and Hardware, to fully support (1) the achievement of the Business Objectives and (2) appropriate protection of all Protected Health Information as provided in this Agreement. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the CADS System as a whole, shall be based solely on County's reasonable satisfaction therewith.
12.2	**Acceptance Tests** When Contractor notifies County that the CADS System has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related CADS System, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the CADS System, as a whole, is operating in accordance with the Specifications.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Acceptance Tests** When Contractor notifies County that the CADS System has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related CADS System, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the CADS System, as a whole, is operating in accordance with the Specifications.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.		Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.
12.2 Paragraph 2	County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in this Section **Error! Reference source not found.** (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in this Section **Error! Reference source not found.** (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:
12.2 (a)	Installation Test: to validate that all installation tests have been completed.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Installation Test: to validate that all installation tests have been completed.

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12.2 (b)	Initial Component Test: to determine whether the Licensed Software and all components of the CADS System, including Hardware, have been properly installed and are operating in accordance with applicable Specifications.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Initial Component Test: to determine whether the Licensed Software and all components of the CADS System, including Hardware, have been properly installed and are operating in accordance with applicable Specifications.
12.2 (c)	Integration Test: to confirm that the Licensed Software and all components of the CADS System, including Hardware, operate properly in an integrated fashion and meet all applicable Specifications.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Integration Test: to confirm that the Licensed Software and all components of the CADS System, including Hardware, operate properly in an integrated fashion and meet all applicable Specifications.
12.2 (d)	Performance Verification Test: to test the same functionality as the Integration Test using actual data from County's day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Performance Verification Test: to test the same functionality as the Integration Test using actual data from County's day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
12.2 Paragraph 3	For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor's Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor's Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.
12.3	**Productive Use** The CADS System shall achieve "**Go-Live**" and be ready for Productive Use when the County Project Director, or his/her designee, Approves in writing (a) Contractor's transition of the CADS System to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the CADS System to the Production Environment and operation of the CADS System in accordance with the Specifications, and (c) any other pre-Go-Live testing requirements agreed to in writing by the Parties.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Productive Use** The CADS System shall achieve "**Go-Live**" and be ready for Productive Use when the County Project Director, or his/her designee, Approves in writing (a) Contractor's transition of the CADS System to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the CADS System to the Production Environment and operation of the CADS System in accordance with the Specifications, and (c) any other pre-Go-Live testing requirements agreed to in writing by the Parties.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12.4	**Licensed Software Use** Following Go-Live and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the CADS System, without any additional cost to County where County determines that it is necessary for County operations. Such Productive Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the CADS System.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Licensed Software Use** Following Go-Live and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the CADS System, without any additional cost to County where County determines that it is necessary for County operations. Such Productive Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the CADS System.
12.5 (Final Acceptance) 12.5.1	**Conduct Performance Verification** Following successful transitioning of the CADS System to a Production Environment, after each "Go-Live" event, County will monitor for Errors and Contractor shall maintain the CADS System in Productive Use for a minimum of ninety (90) days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed correction to be used to correct an Error(s) prior to its implementation.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Conduct Performance Verification** Following successful transitioning of the CADS System to a Production Environment, after each "Go-Live" event, County will monitor for Errors and Contractor shall maintain the CADS System in Productive Use for a minimum of ninety (90) days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed correction to be used to correct an Error(s) prior to its implementation.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12.5.1 Paragraph 2	Commencing with Final Acceptance and continuing through the Warranty Period, any Errors encountered by County in the use of the CADS System shall be subject to the applicable Support Services terms under the Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Commencing with Final Acceptance and continuing through the Warranty Period, any Errors encountered by County in the use of the CADS System shall be subject to the applicable Support Services terms under the Agreement.
12.5.2	**Performance Verification Report** Contractor shall provide to County the performance verification report, including supporting Documentation that the CADS System complies with the Specifications under full production load. Contractor shall conduct a review with County at a meeting scheduled by County and provide any County-requested demonstrations of the Licensed Software and CADS System including:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Performance Verification Report** Contractor shall provide to County the performance verification report, including supporting Documentation that the CADS System complies with the Specifications under full production load. Contractor shall conduct a review with County at a meeting scheduled by County and provide any County-requested demonstrations of the Licensed Software and CADS System including:
12.5.2 (a)	Summary of activities, results, and outcomes;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Summary of activities, results, and outcomes;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
12.5.2 (b)	Summary of each Error identified by Contractor or County. The summary shall include for each Error:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Summary of each Error identified by Contractor or County. The summary shall include for each Error:
12.5.2 (b)(i)	Description of each Error and its root cause,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Description of each Error and its root cause,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12.5.2 (b)(ii)	Business processes, functions, and/or Interfaces impacted,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Business processes, functions, and/or Interfaces impacted,
12.5.2 (b)(iii)	Description of all potential risks to the CADS System and mitigation strategy for the CADS System,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Description of all potential risks to the CADS System and mitigation strategy for the CADS System,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12.5.2 (b)(iv)	Corrective action plan, test scenarios, and implementation approach,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Corrective action plan, test scenarios, and implementation approach,
12.5.2 (b)(v)	Schedule for completion of each corrective action and resources required or assigned,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Schedule for completion of each corrective action and resources required or assigned,
12.5.2 (b)(vi)	Status of each corrective action,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Status of each corrective action,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
12.5.2 (b)(vii)	Date of completion of each correction, and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Date of completion of each correction, and
12.5.2 (b)(viii)	Date of the County Project Director's approval of each correction;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Date of the County Project Director's approval of each correction;

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12.5.2 (c)	Summary of lessons learned; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Summary of lessons learned; and
12.5.2 (d)	Recommendations for any improvements to the CADS System.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Recommendations for any improvements to the CADS System.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12.5.3	**Final Acceptance** The CADS System shall achieve "**Final Acceptance**" when the County Project Director, or his/her designee, Approves in writing that, after the last "Go-Live" event, all Errors discovered during the ninety (90) day period following the successful transitioning of the CADS System to the Production Environment have been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the CADS System complies with the Specifications and documenting the review with County under Section **Error! Reference source not found.** (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Final Acceptance** The CADS System shall achieve "**Final Acceptance**" when the County Project Director, or his/her designee, Approves in writing that, after the last "Go-Live" event, all Errors discovered during the ninety (90) day period following the successful transitioning of the CADS System to the Production Environment have been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the CADS System complies with the Specifications and documenting the review with County under Section **Error! Reference source not found.** (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.
12.6 (a)	**Failed Testing** If the County Project Director makes a good faith determination at any time that the Licensed Software or the CADS System (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section **Error! Reference source not found.** (Failed Testing) as "**Designated Test**"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System to prepare the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Failed Testing** If the County Project Director makes a good faith determination at any time that the Licensed Software or the CADS System (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section **Error! Reference source not found.** (Failed Testing) as "**Designated Test**"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System to prepare the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the CADS System again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System as will permit the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting.		completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the CADS System again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System as will permit the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting.
12.6 (b)	Such procedure shall continue, subject to County's rights under Sections **Error! Reference source not found.** (Credits to County) and **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Section **Error! Reference source not found.** (Termination for Material Breach) on the basis of such non-curable default.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Such procedure shall continue, subject to County's rights under Sections **Error! Reference source not found.** (Credits to County) and **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Section **Error! Reference source not found.** (Termination for Material Breach) on the basis of such non-curable default.
12.6 (c)	Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	its sole judgment: (i) a termination with respect to one or more of the components of the Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), CADS System, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the CADS System as a whole, the entire Agreement. In the event of a termination under this Section **Error! Reference source not found.** (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Deliverables(s), Milestone(s), CADS System, and/or any component thereof as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more CADS System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. 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.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	its sole judgment: (i) a termination with respect to one or more of the components of the Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), CADS System, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the CADS System as a whole, the entire Agreement. In the event of a termination under this Section **Error! Reference source not found.** (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Deliverables(s), Milestone(s), CADS System, and/or any component thereof as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more CADS System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. 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.
12.7	**Integration/interfacing** If the CADS System is to be integrated/Interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the CADS System shall not be deemed Accepted by County until the Licensed Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section **Error! Reference source not found.** (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple modules or that includes enhancements to the Licensed Software, including Work Product, as part of the	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Integration/interfacing** If the CADS System is to be integrated/Interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the CADS System shall not be deemed Accepted by County until the Licensed Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section **Error! Reference source not found.** (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple modules or that includes enhancements to the Licensed Software, including Work Product, as part of the

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Services, County's acceptance of the CADS System, Licensed Software, and any individual Module or Enhancement shall not be final until County Accepts all of the CADS System, Licensed Software, Modules and/or Enhancements integrated/Interfaced together as a complete system, including the operation of the CADS System on all equipment required for its use in conformance with the terms of this Agreement.		Services, County's acceptance of the CADS System, Licensed Software, and any individual Module or Enhancement shall not be final until County Accepts all of the CADS System, Licensed Software, Modules and/or Enhancements integrated/Interfaced together as a complete system, including the operation of the CADS System on all equipment required for its use in conformance with the terms of this Agreement.
SECTION 13. (CHANGES TO AGREEMENT)			
13.1	**General** 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 Section **Error! Reference source not found.** (Changes to Agreement). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section **Error! Reference source not found.** (Changes to Agreement).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**General** 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 Section **Error! Reference source not found.** (Changes to Agreement). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section **Error! Reference source not found.** (Changes to Agreement).
13.2	**Change Notices** For any change which does not authorize Contractor to incur any additional costs or expenses or affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the County Project Director or designee.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Change Notices** For any change which does not authorize Contractor to incur any additional costs or expenses or affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the County Project Director or designee.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
13.3	**Change Orders** For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Order**") may be prepared and executed by the County Project Director or designee. The County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Change Orders** For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Order**") may be prepared and executed by the County Project Director or designee. The County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.
13.4	**Amendments** Except as otherwise provided in this Agreement, for any change requested by County which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written amendment ("**Amendment**") to this Agreement must be prepared by County and then executed by Contractor and the Board of Supervisors or its authorized designee.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Amendments** Except as otherwise provided in this Agreement, for any change requested by County which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written amendment ("**Amendment**") to this Agreement must be prepared by County and then executed by Contractor and the Board of Supervisors or its authorized designee.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
13.5	**Board Orders** Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, the Services, the CADS System or any of its components, or the budget allocated to the Licensed Software, the Services, the CADS System or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section **Error! Reference source not found.** (Termination for Convenience) without further action by the Board; (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by the Board; and (3) execute an Amendment to this Agreement on behalf of County upon County's election to extend this Agreement to a subsequent phase or Key Milestone of the work based on the terms negotiated herein.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Board Orders** Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, the Services, the CADS System or any of its components, or the budget allocated to the Licensed Software, the Services, the CADS System or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section **Error! Reference source not found.** (Termination for Convenience) without further action by the Board; (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by the Board; and (3) execute an Amendment to this Agreement on behalf of County upon County's election to extend this Agreement to a subsequent phase or Key Milestone of the work based on the terms negotiated herein.
13.5 (a)	Such notices of partial or total termination shall be authorized under the following conditions:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Such notices of partial or total termination shall be authorized under the following conditions:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
13.5 (a) (i)	Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
13.5 (a) (ii)	Director shall obtain the approval of County Counsel for any notice.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Director shall obtain the approval of County Counsel for any notice.
13.5 (a) (iii)	Director shall file a copy of all notices with the Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Director shall file a copy of all notices with the Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
13.5 (b)	Such Amendments shall be authorized under the following conditions:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Such Amendments shall be authorized under the following conditions:
13.5 (b) (i)	Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
13.5 (b) (ii)	The Board has appropriated sufficient funds for purposes of such Amendments and this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Board has appropriated sufficient funds for purposes of such Amendments and this Agreement.
13.5 (b) (iii)	Director shall obtain the approval of County Counsel for any Amendment.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Director shall obtain the approval of County Counsel for any Amendment.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
13.5 (b) (iv)	Director shall file a copy of all Amendments with the Executive Office of the Board and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Director shall file a copy of all Amendments with the Executive Office of the Board and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.
13.6	**Changes to the Project Schedule** Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director's or designee and the Contractor Project Director's agreement to alter the Project Schedule shall not prejudice either Party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section **Error! Reference source not found.** (Amendments) above.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Changes to the Project Schedule** Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director's or designee and the Contractor Project Director's agreement to alter the Project Schedule shall not prejudice either Party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section **Error! Reference source not found.** (Amendments) above.
13.7	**Extensions of Time** Notwithstanding any other provision of this Section **Error! Reference source not found.** (Changes to Agreement), to the extent that extensions of time for Contractor performance do not impact either the scope of Services or	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Extensions of Time** Notwithstanding any other provision of this Section **Error! Reference source not found.** (Changes to Agreement), to the extent that extensions of time for Contractor performance do not impact either the scope of Services or

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.5 (Project Work Plan), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.5 (Project Work Plan), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.
13.8	**New or Updated Licensed Software Modules** Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions; and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon approval of the County Project Director. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with this Section **Error! Reference source not found.** (Changes to Agreement).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**New or Updated Licensed Software Modules** Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions; and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon approval of the County Project Director. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with this Section **Error! Reference source not found.** (Changes to Agreement).
SECTION 14. (CONTRACT SUM)			
14.1	**Maximum Contract Sum** The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed [XXXXXXXXX] Dollars ($XXX.XX)	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Maximum Contract Sum** The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed [XXXXXXXXX] Dollars ($XXX.XX)

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	as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section **Error! Reference source not found.** (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the CADS System, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.		as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section **Error! Reference source not found.** (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the CADS System, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.
14.1 Paragraph 2	Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section **Error! Reference source not found.** (Notices).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section **Error! Reference source not found.** (Notices).
14.2	**Licensed Software** The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates). Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Licensed Software** The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates). Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
14.3 (Implementation Services) 14.3.1	**Implementation Fees** Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates). The Implementation Fees shall be a fixed fee amount specified in such Exhibit C (Fees; Contractor Professional Services Rates).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Implementation Fees** Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates). The Implementation Fees shall be a fixed fee amount specified in such Exhibit C (Fees; Contractor Professional Services Rates).
14.3.1 Paragraph 2	Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of 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, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phase of work for a	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of 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, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phase of work for a

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Key Milestone with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase or Key Milestone. Further, in the event County elects not to proceed with Services after completion of a phase or key Milestone, the Agreement shall terminate upon receipt by Contractor of notice of County's election not to proceed with additional phase or Key Milestone.		Key Milestone with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase or Key Milestone. Further, in the event County elects not to proceed with Services after completion of a phase or key Milestone, the Agreement shall terminate upon receipt by Contractor of notice of County's election not to proceed with additional phase or Key Milestone.
14.3.2	**Credits to County** Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section **Error! Reference source not found.** (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Credits to County** Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section **Error! Reference source not found.** (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.
14.3.2 Paragraph 2	For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter "**Key Deliverable**") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (hereinafter for each Key Deliverable "**Due Date**"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of One Thousand Dollars ($1,000) for each day	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter "**Key Deliverable**") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (hereinafter for each Key Deliverable "**Due Date**"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of One Thousand Dollars ($1,000) for each day

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.		after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.
14.3.2 Paragraph 3	A Key Deliverable shall be deemed completed for purposes of this Section **Error! Reference source not found.** (Credits to County) and Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, Deliverables, goods, and Services required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section **Error! Reference source not found.** (Credits to County) and Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	A Key Deliverable shall be deemed completed for purposes of this Section **Error! Reference source not found.** (Credits to County) and Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, Deliverables, goods, and Services required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section **Error! Reference source not found.** (Credits to County) and Section **Error! Reference source not found.** (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.
14.3.3	**Termination for Failure to Complete Key Deliverable** In addition to the foregoing provisions of Section **Error! Reference source not found.** (Credits to County), if any Key Deliverable is not completed within thirty (30) days after	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**Termination for Failure to Complete Key Deliverable** In addition to the foregoing provisions of Section **Error! Reference source not found.** (Credits to County), if any Key Deliverable is not completed within thirty (30) days after

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	the applicable Due Date, and thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables), and unless the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section **Error! Reference source not found.** (Termination for Material Breach) or for convenience in accordance with Section **Error! Reference source not found.** (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section **Error! Reference source not found.** (Termination for Material Breach).	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	the applicable Due Date, and thereafter Approved in writing by County pursuant to Section **Error! Reference source not found.** (Approval of Key Deliverables), and unless the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section **Error! Reference source not found.** (Termination for Material Breach) or for convenience in accordance with Section **Error! Reference source not found.** (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section **Error! Reference source not found.** (Termination for Material Breach).
14.4	**Support Services** Contractor shall, during the Support Term, provide to County Support Services, and County shall pay the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Support Services** Contractor shall, during the Support Term, provide to County Support Services, and County shall pay the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).
14.4 Paragraph 2	There shall be no charge for Support Services until Final Acceptance. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	There shall be no charge for Support Services until Final Acceptance. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the

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	avoidance of doubt, there shall be no charge for Support Services until Final Acceptance. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.	**proposed revision in the adjacent column using "track changes."**	avoidance of doubt, there shall be no charge for Support Services until Final Acceptance. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.
14.5	**Hardware** All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Hardware** All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).
14.6 (Implementing Optional Work) 14.6.1	**New Software** During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a price equal to (a) the lowest price charged by Contractor for such New Software to any then-current Contractor client, or (b) price adjusted by a rate or discount percentage at least as favorable as that applied to the applicable Services when originally acquired by County hereunder, whichever option is lower in price.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**New Software** During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a price equal to (a) the lowest price charged by Contractor for such New Software to any then-current Contractor client, or (b) price adjusted by a rate or discount percentage at least as favorable as that applied to the applicable Services when originally acquired by County hereunder, whichever option is lower in price.

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14.6.2	**Professional Services** Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal consistent with the payment method required by County based on the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed during the Term.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Professional Services** Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal consistent with the payment method required by County based on the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed during the Term.
14.6.2 (a)	Fixed Fee or Not to Exceed. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Fixed Fee or Not to Exceed. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	County in writing in which case County shall compensate Contractor in accordance with this Agreement).		County in writing in which case County shall compensate Contractor in accordance with this Agreement).
14.6.2 (b)	Time and Materials. In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work ("**Contractor Professional Services Fee Projection**") will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a "**Project Overrun**." In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Time and Materials. In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work ("**Contractor Professional Services Fee Projection**") will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a "**Project Overrun**." In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:
14.6.2 (b) (i)	If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.

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14.6.2 (b) (ii)	If County, or any party other than Contractor which County has contracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, County shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If County, or any party other than Contractor which County has contracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, County shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.
14.6.2 (b) Paragraph 2	The determination of "primary cause" shall be made in accordance with Section **Error! Reference source not found.** (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section **Error! Reference source not found.** (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The determination of "primary cause" shall be made in accordance with Section **Error! Reference source not found.** (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section **Error! Reference source not found.** (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
14.7	**All Fees Stated** Except as provided in this Section **Error! Reference source not found.** (Contract Sum) or in the event of an amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the CADS System, including without limitation Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**All Fees Stated** Except as provided in this Section **Error! Reference source not found.** (Contract Sum) or in the event of an amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the CADS System, including without limitation Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.
SECTION 15. (INVOICES AND PAYMENTS)			
15.1	**Invoices** Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set forth in Exhibit C.2 (Milestone Payments Table) upon Contractor's completion and County's written Approval of billable Deliverables; (2) for Support Services, by payment of monthly fees monthly in arrears commencing thirty (30) days after Productive Use; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written Approval thereof. Contractor shall invoice for Hosting Services and Third-Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Fees; Contractor Professional Services Rates).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Invoices** Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set forth in Exhibit C.2 (Milestone Payments Table) upon Contractor's completion and County's written Approval of billable Deliverables; (2) for Support Services, by payment of monthly fees monthly in arrears commencing thirty (30) days after Productive Use; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written Approval thereof. Contractor shall invoice for Hosting Services and Third-Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Fees; Contractor Professional Services Rates).

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15.1.1	**Submission of Invoices** Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section **Error! Reference source not found.** (Notices), with copies to County Finance.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Submission of Invoices** Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section **Error! Reference source not found.** (Notices), with copies to County Finance.
15.1.2	**Invoice Details** Each invoice submitted by Contractor shall indicate, at a minimum:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Invoice Details** Each invoice submitted by Contractor shall indicate, at a minimum:
15.1.2 (a)	Agreement name and number;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	Agreement name and number;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
15.1.2 (b)	The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables, Support Services, and Optional Work;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables, Support Services, and Optional Work;
15.1.2 (c)	The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		_____	
15.1.2 (d)	The date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	The date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;
15.1.2 (e)	Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.1.2 (f)	Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
15.1.2 (g)	A copy of all applicable Acceptance Certificates signed by the County Project Director; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	A copy of all applicable Acceptance Certificates signed by the County Project Director; and
15.1.2 (h)	Any other information required by the County Project Director.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	Any other information required by the County Project Director.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
15.1.3	**Approval of Invoices** All invoices submitted by Contractor to County for payment shall have County's written Approval as provided in this Section **Error! Reference source not found.** (Invoices), which Approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written Approval.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Approval of Invoices** All invoices submitted by Contractor to County for payment shall have County's written Approval as provided in this Section **Error! Reference source not found.** (Invoices), which Approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written Approval.
15.1.4	**Invoice Discrepancies** The County Project Director will review each invoice for any discrepancies and will, within forty-five (45) 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 forty-five (45) days of receipt of	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Invoice Discrepancies** The County Project Director will review each invoice for any discrepancies and will, within forty-five (45) 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 forty-five (45) days of receipt of

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such forty-five (45) 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.	**proposed revision in the adjacent column using "track changes."**	County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such forty-five (45) 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.
15.1.4 Paragraph 2	All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section **Error! Reference source not found.** (Notices).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section **Error! Reference source not found.** (Notices).
15.2	**Delivery of Licensed Software** All Licensed Software and Documentation provided by Contractor under this Agreement, including any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., DVD, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Delivery of Licensed Software** All Licensed Software and Documentation provided by Contractor under this Agreement, including any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., DVD, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.2 Paragraph 2	Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be FOB Destination. The Contract Sum shown in Section **Error! Reference source not found.** (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be FOB Destination. The Contract Sum shown in Section **Error! Reference source not found.** (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.
15.2 Paragraph 3	In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on DVDs or other computer media until such items are delivered to and Accepted in writing by County.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on DVDs or other computer media until such items are delivered to and Accepted in writing by County.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.3	**Sales/use Tax** The Contract Sum shown in Section **Error! Reference source not found.** (Maximum Contract Sum) 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 all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Support 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Sales/use Tax** The Contract Sum shown in Section **Error! Reference source not found.** (Maximum Contract Sum) 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 all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Support 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.
15.3 Paragraph 2	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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
15.4	**Payments** Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within sixty (60) days of receipt of invoices that have not been disputed in accordance with	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Payments** Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within sixty (60) days of receipt of invoices that have not been disputed in accordance with

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Section **Error! Reference source not found.** (Invoice Discrepancies) above. County's payment or failure, however, shall not be deemed as automatic invoice Approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Section **Error! Reference source not found.** (Invoice Discrepancies) above. County's payment or failure, however, shall not be deemed as automatic invoice Approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.
15.5	**No Payment for Services Provided Following Expiration/termination of Agreement** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all 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 the Contractor. This provision shall survive the expiration or other termination of this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**No Payment for Services Provided Following Expiration/termination of Agreement** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all 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 the Contractor. This provision shall survive the expiration or other termination of this Agreement.
15.6 (a)	**Holdbacks** The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work ("**Key Milestone Allocation**"). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("**Key Milestone Scheduled Duration**") and that amount shall be multiplied by eighty five percent (85%) to	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Holdbacks** The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work ("**Key Milestone Allocation**"). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("**Key Milestone Scheduled Duration**") and that amount shall be multiplied by eighty five percent (85%) to

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	determine the "**Monthly Key Milestone Payment**." The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced ("**Holdback Amount**") will be payable as set forth in this Section **Error! Reference source not found.** (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's Approval of the applicable Key Milestone.		determine the "**Monthly Key Milestone Payment**." The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced ("**Holdback Amount**") will be payable as set forth in this Section **Error! Reference source not found.** (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's Approval of the applicable Key Milestone.
15.6 (b)	A Key Milestone shall be deemed Approved for purposes of this Section **Error! Reference source not found.** (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	A Key Milestone shall be deemed Approved for purposes of this Section **Error! Reference source not found.** (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.
15.7	**Responsibility for Costs** Except for any reimbursable expenses specified in a Statement of Work, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Responsibility for Costs** Except for any reimbursable expenses specified in a Statement of Work, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not

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	limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.
15.8	**Travel and Living Expenses** In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of Work are specifically authorized by County, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then-current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.	**Do you accept this provision?** ☐ **"Yes" or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Travel and Living Expenses** In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of Work are specifically authorized by County, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then-current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.
15.9	**Payment Does Not Imply Acceptance** The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County	**Do you accept this provision?** ☐ **"Yes" or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Payment Does Not Imply Acceptance** The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County

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	of such items or the waiver of any warranties or requirements of this Agreement.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	of such items or the waiver of any warranties or requirements of this Agreement.
15.10	**Record Retention and Inspection/audit Settlement** Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. 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 the Contractor and shall be made available to the County during the Term of this Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Record Retention and Inspection/audit Settlement** Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. 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 the Contractor and shall be made available to the County during the Term of this Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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15.10 (a)	In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
15.10 (b)	Failure on the part of Contractor to comply with any of the provisions of this Section **Error! Reference source not found.** (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Failure on the part of Contractor to comply with any of the provisions of this Section **Error! Reference source not found.** (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
15.10 (c)	If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed

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	under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
15.11	**Contractor Self-audit** In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Self-audit** In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.
15.12	**Security Audits** During the Term of this Agreement, County or its third party designee may, but is not obligated to, perform audits of Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of County Confidential	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Security Audits** During the Term of this Agreement, County or its third party designee may, but is not obligated to, perform audits of Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of County Confidential

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	Information or other County Data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor shall provide evidence of all penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor's environment supporting the delivery of the Services.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Information or other County Data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor shall provide evidence of all penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor's environment supporting the delivery of the Services.
15.13	**Compliance Audits** During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 18 Type II Report or AT 101 Type II Report of Contractor's operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the audit report to County. Any such audit reports shall be deemed Contractor Confidential Information. All references in this Agreement to SSAE 18 Type II Report or AT 101 Type II Report also include any successor standard, and all updates or changes to the standard then in effect.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Compliance Audits** During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 18 Type II Report or AT 101 Type II Report of Contractor's operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the audit report to County. Any such audit reports shall be deemed Contractor Confidential Information. All references in this Agreement to SSAE 18 Type II Report or AT 101 Type II Report also include any successor standard, and all updates or changes to the standard then in effect.
15.14	**Verification of Licensee Costs By Government** Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services. If Contractor carries out any of its duties under this Agreement through a subcontract	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Verification of Licensee Costs By Government** Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services. If Contractor carries out any of its duties under this Agreement through a subcontract

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	with a related organization involving a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.		with a related organization involving a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.
15.15	**Audit of Practices Related to Protected Health Information** Within ten (10) business days of a written request, including an audit agenda, by County to Contractor, Contractor shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to Contractor's use or disclosure of County's Protected Health Information pursuant to this Agreement for the purpose of determining whether Contractor has complied with this Agreement, including Exhibit F (Business Associate Agreement); provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing, and location of such an inspection, and (ii) County shall protect the confidentiality of all Contractor Confidential Information to which County has access during the course of such inspection in accordance with the terms of this Agreement. Contractor shall not be responsible for any County costs or expenses related to such audit. The fact that County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Audit of Practices Related to Protected Health Information** Within ten (10) business days of a written request, including an audit agenda, by County to Contractor, Contractor shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to Contractor's use or disclosure of County's Protected Health Information pursuant to this Agreement for the purpose of determining whether Contractor has complied with this Agreement, including Exhibit F (Business Associate Agreement); provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing, and location of such an inspection, and (ii) County shall protect the confidentiality of all Contractor Confidential Information to which County has access during the course of such inspection in accordance with the terms of this Agreement. Contractor shall not be responsible for any County costs or expenses related to such audit. The fact that County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility

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	to comply with this Agreement, including Exhibit F (Business Associate Agreement), nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement. Contractor shall notify County within ten (10) business days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights related to County's Protected Health Information.		to comply with this Agreement, including Exhibit F (Business Associate Agreement), nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement. Contractor shall notify County within ten (10) business days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights related to County's Protected Health Information.
SECTION 16. (INDEPENDENT CONTRACTOR)			
16.1	**Independent Contractors** This Agreement is by and between County and the 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 the 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. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Independent Contractors** This Agreement is by and between County and the 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 the 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. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.
16.2	**Employment Related Claims**	**Do you accept this provision?**	**Employment Related Claims**

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	Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers' compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, State, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees, members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Contractor's or County's alleged failure to pay, when due, all such taxes and obligations under this Section **Error! Reference source not found.** (Employment Related Claims) (collectively referred to for purposes of this Section as "**Employment Claim(s)**"). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers' compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, State, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees, members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Contractor's or County's alleged failure to pay, when due, all such taxes and obligations under this Section **Error! Reference source not found.** (Employment Related Claims) (collectively referred to for purposes of this Section as "**Employment Claim(s)**"). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.
16.3	**No Eligibility for Benefits** Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**No Eligibility for Benefits** Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.

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16.4	**Common-law Employees** The foregoing shall apply to Contractor and Contractor's employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Common-law Employees** The foregoing shall apply to Contractor and Contractor's employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.
SECTION 17. (REPRESENTATIONS AND WARRANTIES)			
17.1	**Contractor's Warranties** Contractor represents and warrants that:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor's Warranties** Contractor represents and warrants that:

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17.1.1	**Authority** Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor's performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Authority** Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor's performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority;
17.1.2	**Performance of Services** The Services will be performed and the Deliverables developed in a professional, competent, and timely manner by appropriately qualified Contractor Personnel in accordance with this Agreement and consistent with Contractor's applicable Best Practices;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Performance of Services** The Services will be performed and the Deliverables developed in a professional, competent, and timely manner by appropriately qualified Contractor Personnel in accordance with this Agreement and consistent with Contractor's applicable Best Practices;
17.1.3	**Conformance to Specifications** The CADS System, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**Conformance to Specifications** The CADS System, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services,

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	Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date and continuing through the later of expiration or termination of Support Services ("**Warranty Period**"). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County's reasonable request, County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date and continuing through the later of expiration or termination of Support Services ("**Warranty Period**"). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County's reasonable request, County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables.
17.1.4	**Non-infringement** The Licensed Software (excluding the Integral Third-Party Software), Services and the Deliverables do not contain defamatory or indecent matter, and County's permitted use of the Licensed Software (excluding the Integral Third-Party Software), Hardware, Services, including Implementation Services, Hosting Services, Support Services, and the Deliverables, do not and will not infringe any patents, trademarks, copyrights, and other intellectual property rights of any third party. To the best of Contractor's knowledge as of the Effective Date, the Hosting Software, Third-Party Products, and Integral Third-Party Software do not contain defamatory or indecent matter, and County's permitted use of the Hosting Software, Third-Party Products, and Integral Third-Party Software do not infringe any patents, trademarks, copyrights and other intellectual property rights of any third party;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Non-infringement** The Licensed Software (excluding the Integral Third-Party Software), Services and the Deliverables do not contain defamatory or indecent matter, and County's permitted use of the Licensed Software (excluding the Integral Third-Party Software), Hardware, Services, including Implementation Services, Hosting Services, Support Services, and the Deliverables, do not and will not infringe any patents, trademarks, copyrights, and other intellectual property rights of any third party. To the best of Contractor's knowledge as of the Effective Date, the Hosting Software, Third-Party Products, and Integral Third-Party Software do not contain defamatory or indecent matter, and County's permitted use of the Hosting Software, Third-Party Products, and Integral Third-Party Software do not infringe any patents, trademarks, copyrights and other intellectual property rights of any third party;
17.1.5	**No Pending or Threatened Litigation** As of the Effective Date, there is no pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement. In	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**No Pending or Threatened Litigation** As of the Effective Date, there is no pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement. In

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	addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor Specifications;	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor Specifications;
17.1.6	**Documentation; Material Diminution In Features** The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor's most current version thereof; provided that, without the prior written approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Documentation; Material Diminution In Features** The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor's most current version thereof; provided that, without the prior written approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;
17.1.7	**Assignment of Warranties** To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including Hardware vendors;	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Assignment of Warranties** To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including Hardware vendors;

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17.1.8	**Destructive/disabling Mechanisms** The Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, whether or not the disablement is in connection with any dispute between the Parties or otherwise. Contractor understands and acknowledges that a breach of this Section **Error! Reference source not found.** (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section **Error! Reference source not found.** (Destructive/Disabling Mechanisms);	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Destructive/disabling Mechanisms** The Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, whether or not the disablement is in connection with any dispute between the Parties or otherwise. Contractor understands and acknowledges that a breach of this Section **Error! Reference source not found.** (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section **Error! Reference source not found.** (Destructive/Disabling Mechanisms);
17.1.9	**System Configuration Warranty**	**Do you accept this provision?**	**System Configuration Warranty**

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	Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the "**Existing System**"). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together with the Licensed Software and any Hardware purchased hereunder, together with Contractor's Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required as a result of a Revision or otherwise to support or operate the Licensed Software as required by this Agreement, Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the "**Existing System**"). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together with the Licensed Software and any Hardware purchased hereunder, together with Contractor's Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required as a result of a Revision or otherwise to support or operate the Licensed Software as required by this Agreement, Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;
17.1.10	**Resource Requirement Warranty** Contractor has the requisite capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to: (a) provide fully integrated management of all Implementation Services and related interdependencies	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Resource Requirement Warranty** Contractor has the requisite capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to: (a) provide fully integrated management of all Implementation Services and related interdependencies

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	across all work groups, solutions, and work efforts; (b) determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and (c) implement the Licensed Software provided under this Agreement.	**proposed revision in the adjacent column using "track changes."**	across all work groups, solutions, and work efforts; (b) determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and (c) implement the Licensed Software provided under this Agreement.
17.1.10 Paragraph 2	Further, Contractor represents and warrants that the resources (including Contractor and County resources) it will identify in a Statement of Work as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified as being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor agrees to provide the additional resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the fixed fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the Statement of Work in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Further, Contractor represents and warrants that the resources (including Contractor and County resources) it will identify in a Statement of Work as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified as being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor agrees to provide the additional resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the fixed fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the Statement of Work in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to

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	the extent County seeks resources with regards to the CADS System that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;		the extent County seeks resources with regards to the CADS System that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;
17.1.11	**Legal and Accreditation/certification Requirements** The Licensed Software, Services, and Deliverables currently comply with the Privacy and Security Laws (as defined in Section **Error! Reference source not found.** (Compliance With Federal And State Confidentiality Requirements) below); all existing federal, State, and local laws; and the accreditation/certification requirements of the Joint Commission, Office of National Coordinator (ONC), and delegated accreditation/certification organizations, (collectively referred to as "**Legal Requirements**"), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section **Error! Reference source not found.** (Legal and Accreditation/Certification Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Legal and Accreditation/certification Requirements** The Licensed Software, Services, and Deliverables currently comply with the Privacy and Security Laws (as defined in Section **Error! Reference source not found.** (Compliance With Federal And State Confidentiality Requirements) below); all existing federal, State, and local laws; and the accreditation/certification requirements of the Joint Commission, Office of National Coordinator (ONC), and delegated accreditation/certification organizations, (collectively referred to as "**Legal Requirements**"), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section **Error! Reference source not found.** (Legal and Accreditation/Certification Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;

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17.1.12 (a)	**Background Checks** All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Background Checks** All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
17.1.12 (b)	County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to the Contractor's staff any information obtained through County conducted background clearance.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to the Contractor's staff any information obtained through County conducted background clearance.
17.1.12 (c)	County may immediately, at the sole discretion of County, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	County may immediately, at the sole discretion of County, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.

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		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
17.1.12 (d)	Disqualification, if any, of the Contractor's staff, pursuant to this Section **Error! Reference source not found.** (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Disqualification, if any, of the Contractor's staff, pursuant to this Section **Error! Reference source not found.** (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;
17.1.13	**Known Performance Issues** As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Known Performance Issues** As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;

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17.1.14	**No Offshore Work** All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County intellectual property or any County Property to any entity or individual outside the continental United States;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**No Offshore Work** All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County intellectual property or any County Property to any entity or individual outside the continental United States;
17.1.15	**Integration Warranty** The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the Third-Party Products and hardware identified in Exhibit M (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols, and when taken together, the Licensed Software components, Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols. The Licensed Software must be	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Integration Warranty** The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the Third-Party Products and hardware identified in Exhibit M (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols, and when taken together, the Licensed Software components, Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols. The Licensed Software must be

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	Interoperable at the time it is provided to County and at all times thereafter during the Support Term;		Interoperable at the time it is provided to County and at all times thereafter during the Support Term;
17.1.16	**HIPAA Transaction and Code Set Standards Warranty** Contractor represents and warrants that the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section **Error! Reference source not found.** (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**HIPAA Transaction and Code Set Standards Warranty** Contractor represents and warrants that the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section **Error! Reference source not found.** (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:
17.1.16 (a)	The Licensed Software complies with (i) Version 5010 of the Accredited Standards Committee (ASC) X12 standards for HIPAA transactions, (ii) Version D.0 of the National Council for Prescription Drug Program (NCPDP) standards for pharmacy and supplier transactions, and (iii) Version 3.0 of the NCPDP standard for Medicaid pharmacy subrogation.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Licensed Software complies with (i) Version 5010 of the Accredited Standards Committee (ASC) X12 standards for HIPAA transactions, (ii) Version D.0 of the National Council for Prescription Drug Program (NCPDP) standards for pharmacy and supplier transactions, and (iii) Version 3.0 of the NCPDP standard for Medicaid pharmacy subrogation.
17.1.16 (b)	The Licensed Software will enable County to comply with the DSM-5 (Diagnostic and Statistical Manual of Mental	**Do you accept this provision?**	The Licensed Software will enable County to comply with the DSM-5 (Diagnostic and Statistical Manual of Mental

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	Disorders, 5th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment upon the compliance date and/or adoption date for the code set versions to be used under HIPAA Transaction and Code Set standards and other relevant standards and maintained for version updates as each may be updated or amended from time to time;	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Disorders, 5th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment upon the compliance date and/or adoption date for the code set versions to be used under HIPAA Transaction and Code Set standards and other relevant standards and maintained for version updates as each may be updated or amended from time to time;
17.1.17 (a)	**Excluded Provider Warranty** Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Excluded Provider Warranty** Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
17.1.17 (b)	Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or

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	its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
17.1.17 (c)	Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.
17.1.18 (a)	**Warranty Against Contingent Fees** 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 the Contractor for the purpose of securing business.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Warranty Against Contingent Fees** 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 the Contractor for the purpose of securing business.

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		proposed revision in the adjacent column using "track changes."	
17.1.18 (b)	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;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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;
17.1.19	**No Agreement Subordination** 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 Licensed Software (or any part thereof) in accordance with this Agreement;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**No Agreement Subordination** 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 Licensed Software (or any part thereof) in accordance with this Agreement;

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17.1.20	**Agreement Not Subject to Any Liens** This Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Agreement Not Subject to Any Liens** This Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors;
17.1.21	**Use of Licensed Software Without Interruption** County is entitled to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Use of Licensed Software Without Interruption** County is entitled to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption;
17.1.22	**Information Furnished to County**	**Do you accept this provision?**	**Information Furnished to County**

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	As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading; and	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading; and
17.1.23	**Accuracy of Responses to Contractor Diligence and Information Security Questionnaire** Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct during the term of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Accuracy of Responses to Contractor Diligence and Information Security Questionnaire** Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct during the term of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.
17.2	**Remedies** County's remedies under this Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Remedies** County's remedies under this Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other

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	corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.	**proposed revision in the adjacent column using "track changes."**	corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.
17.3	**Breach of Warranty Obligations** Failure by Contractor to timely perform its obligations set forth in this Section **Error! Reference source not found.** (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section **Error! Reference source not found.** (Termination for Material Breach).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Breach of Warranty Obligations** Failure by Contractor to timely perform its obligations set forth in this Section **Error! Reference source not found.** (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section **Error! Reference source not found.** (Termination for Material Breach).
17.4	**Representations and Warranties Throughout Agreement** It is understood and agreed by the Parties that Contractor's representations and warranties are set forth throughout this Agreement and are not confined to this Section **Error! Reference source not found.** (Representations and Warranties).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Representations and Warranties Throughout Agreement** It is understood and agreed by the Parties that Contractor's representations and warranties are set forth throughout this Agreement and are not confined to this Section **Error! Reference source not found.** (Representations and Warranties).

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17.5	**Disclaimer of Other Warranties** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Disclaimer of Other Warranties** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.
SECTION 18. (INTELLECTUAL PROPERTY)			
18.1	**Work Product** "**Work Product**" expressly excludes Licensed Software (the license to which is provided in Section **Error! Reference source not found.** (License Grant)), and Third-Party Products (the license to which is provided in Section **Error! Reference source not found.** (Third-Party Products and Third-Party Intellectual Property) and shall mean:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Work Product** "**Work Product**" expressly excludes Licensed Software (the license to which is provided in Section **Error! Reference source not found.** (License Grant)), and Third-Party Products (the license to which is provided in Section **Error! Reference source not found.** (Third-Party Products and Third-Party Intellectual Property) and shall mean:

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18.1 (1)	All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, Documentation, training materials, and shall include any derivatives or modifications to any of the foregoing (collectively "**Class 1 Work Product**"); and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, Documentation, training materials, and shall include any derivatives or modifications to any of the foregoing (collectively "**Class 1 Work Product**"); and
18.1 (2)	County Project management documents and reports, including the Project Schedule, status reports, project work plans, and risk reports ("**Class 2 Work Product**"), developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County Project management documents and reports, including the Project Schedule, status reports, project work plans, and risk reports ("**Class 2 Work Product**"), developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.
18.2	**Ownership** All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Ownership** All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product

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	for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Class 1 Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable (as provided in Section **Error! Reference source not found.** (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Class 1 Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable (as provided in Section **Error! Reference source not found.** (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited.
18.2 Paragraph 2	As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).
18.3	**Use of County Property** County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**Use of County Property** County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data,

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	databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement ("**County Property**"). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County's benefit in connection with Contractor's performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section **Error! Reference source not found.** (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement ("**County Property**"). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County's benefit in connection with Contractor's performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section **Error! Reference source not found.** (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.
18.4	**County Licensed Software** In the event County provides Contractor with access to or use of software licensed by County from third-parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means); (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County Licensed Software** In the event County provides Contractor with access to or use of software licensed by County from third-parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means); (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.

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SECTION 19. (CONFIDENTIALITY)			
19.1 (a)	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 the Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 the Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
19.1 (a) (i)	Contractor shall develop all publicity material in a professional manner; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall develop all publicity material in a professional manner; and
19.1 (a) (ii)	During the Term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	During the Term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

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	releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.
19.1 (b)	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 Section **Error! Reference source not found.** (Publicity) shall apply.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 Section **Error! Reference source not found.** (Publicity) shall apply.
19.2	**Confidential Information Defined** Except as provided in Section **Error! Reference source not found.** (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "**Disclosing Party**") to the other ("**Receiving Party**") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Confidential Information Defined** Except as provided in Section **Error! Reference source not found.** (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "**Disclosing Party**") to the other ("**Receiving Party**") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and

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	manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("**Confidential Information**"), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors.	**proposed revision in the adjacent column using "track changes."**	manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("**Confidential Information**"), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors.
19.3	**Exclusions** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Exclusions** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of

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	confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.		confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.
19.4	**Treatment of Confidential Information** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section **Error! Reference source not found.** (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Treatment of Confidential Information** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section **Error! Reference source not found.** (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set

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	forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section **Error! Reference source not found.** (Confidentiality) and Exhibit Q (Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.		forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section **Error! Reference source not found.** (Confidentiality) and Exhibit Q (Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.
19.5	**Non-exclusive Equitable Remedy** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section **Error! Reference source not found.** (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Non-exclusive Equitable Remedy** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section **Error! Reference source not found.** (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.
19.6	**Personal Data** In connection with this Agreement and performance of the Services, Contractor may be provided or obtain, from County or otherwise, personal data pertaining to County's	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Personal Data** In connection with this Agreement and performance of the Services, Contractor may be provided or obtain, from County or otherwise, personal data pertaining to County's

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	current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers ("Personal Data") and 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 applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("**U.S.C.**") §6801 et seq.), Protected Health Information as defined under HIPAA and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and "personal data" as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers ("Personal Data") and 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 applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("**U.S.C.**") §6801 et seq.), Protected Health Information as defined under HIPAA and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and "personal data" as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).
19.7	**Treatment of Personal Data** Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section **Error! Reference source not found.** (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data only in compliance with (a) this Agreement, (b) County's then-current privacy 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, data security, and consumer protection).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Treatment of Personal Data** Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section **Error! Reference source not found.** (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data only in compliance with (a) this Agreement, (b) County's then-current privacy 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, data security, and consumer protection).
19.8	**Retention of Personal Data**	**Do you accept this provision?**	**Retention of Personal Data**

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	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.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
19.9	**Compelled Disclosures** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Compelled Disclosures** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations

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	hereunder with respect to Confidential Information so disclosed.		hereunder with respect to Confidential Information so disclosed.
19.10	**Compliance With Federal and State Confidentiality Requirements** County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time ("**HIPAA**"), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations ("**C.F.R.**"), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable federal and state laws (collectively, the "**Privacy and Security Laws**") and agrees to maintain the confidentiality of all such records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section **Error! Reference source not found.** (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Compliance With Federal and State Confidentiality Requirements** County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time ("**HIPAA**"), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations ("**C.F.R.**"), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable federal and state laws (collectively, the "**Privacy and Security Laws**") and agrees to maintain the confidentiality of all such records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section **Error! Reference source not found.** (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.

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19.10 Paragraph 2	Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:
19.10 (a)	Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
19.10 (b)	Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

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		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
19.11	**County Data** All County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("**County Data**"), 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 or aggregation 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**County Data** All County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("**County Data**"), 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 or aggregation 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.
19.12	**Return of Confidential Information** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Return of Confidential Information** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or

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	destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 19.12(a) (Return of Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Sections 19.12(a) and (c) (Return of Confidential Information) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.		destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 19.12(a) (Return of Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Sections 19.12(a) and (c) (Return of Confidential Information) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.
SECTION 20. (SECURITY)			
20.1	**In General** Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**In General** Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County

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	Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County all written details regarding Contractor's internal investigation regarding any security breach. Upon County's request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches. Contractor shall comply with the Payment Card Industry ("**PCI**") Data Security Standard in the timeframe for compliance applicable to its most updated version and submit to County information in Contractor's possession as may be required by County to complete its annual applicable PCI Data Security Standard Attestation of Compliance.		Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County all written details regarding Contractor's internal investigation regarding any security breach. Upon County's request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches. Contractor shall comply with the Payment Card Industry ("**PCI**") Data Security Standard in the timeframe for compliance applicable to its most updated version and submit to County information in Contractor's possession as may be required by County to complete its annual applicable PCI Data Security Standard Attestation of Compliance.
20.2	**Unauthorized Access** In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or entities within its control to access, County Systems without County's express written authorization. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County's security gateways and/or firewalls, and in conformity with applicable County security policies.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Unauthorized Access** In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or entities within its control to access, County Systems without County's express written authorization. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County's security gateways and/or firewalls, and in conformity with applicable County security policies.

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20.3	**Contractor Systems** Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor's systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device ("**VPN**") to simultaneously connect machines on any County Systems to any machines on any Contractor or third party systems, without (i) using only a remote access method approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third party network while logged on to County Systems.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Systems** Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor's systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device ("**VPN**") to simultaneously connect machines on any County Systems to any machines on any Contractor or third party systems, without (i) using only a remote access method approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third party network while logged on to County Systems.
20.4	**Use of Personal Portable Devices** Without County's prior written authorization, under no circumstances will any Contractor Personnel connect to any County System or access, handle, or use any County Confidential Information and/or data, for purposes of downloading, extracting, storing, or transmitting the information and/or data through personally owned, rented, or borrowed equipment, including but not limited to, laptops, personal digital assistants, instant messaging devices, Universal Serial Bus ("**USB**") devices, and cell phones.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Use of Personal Portable Devices** Without County's prior written authorization, under no circumstances will any Contractor Personnel connect to any County System or access, handle, or use any County Confidential Information and/or data, for purposes of downloading, extracting, storing, or transmitting the information and/or data through personally owned, rented, or borrowed equipment, including but not limited to, laptops, personal digital assistants, instant messaging devices, Universal Serial Bus ("**USB**") devices, and cell phones.

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20.5	**Security Breach** Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under applicable state law or regulation, including California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Security Breach** Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under applicable state law or regulation, including California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.
20.6	**Additional Procedures In the Event of Security Breach of Personal Data** Upon County's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible Contractor shall fully cooperate with County in rectifying any misuse, including notifying all affected County customers. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Additional Procedures In the Event of Security Breach of Personal Data** Upon County's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible Contractor shall fully cooperate with County in rectifying any misuse, including notifying all affected County customers. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised.
20.7	**Additional Procedures for the Identification of Possible Instances of Identity Theft**	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Additional Procedures for the Identification of Possible Instances of Identity Theft**

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	Contractor acknowledges that County has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to Personal Data, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to County upon request, any instances where Contractor detects potential identity theft in the course of its duties pursuant to this Agreement. Contractor further agrees to immediately report to County any confirmed instances of identity theft. In furtherance thereof, Contractor agrees to be guided by the examples of identity theft "**Red Flags**" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon request by County, Contractor agrees to confirm in writing and, when specified, demonstrate to County its compliance with the requirements of this Section **Error! Reference source not found.** (Security).	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor acknowledges that County has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to Personal Data, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to County upon request, any instances where Contractor detects potential identity theft in the course of its duties pursuant to this Agreement. Contractor further agrees to immediately report to County any confirmed instances of identity theft. In furtherance thereof, Contractor agrees to be guided by the examples of identity theft "**Red Flags**" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon request by County, Contractor agrees to confirm in writing and, when specified, demonstrate to County its compliance with the requirements of this Section **Error! Reference source not found.** (Security).
SECTION 21. (COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION)			
21.	During the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems ("**County Systems**"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	During the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems ("**County Systems**"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	communications made with such County Systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County Systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County Systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County Systems.		communications made with such County Systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County Systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County Systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County Systems.
SECTION 22. (DISASTER RECOVERY/BUSINESS CONTINUITY)			
22.	Contractor shall maintain a business continuity and disaster recovery plan for the Services (the "**DR/BC Plan**"), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor's current DR/BC Plan, revision history, and any	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** --- **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	Contractor shall maintain a business continuity and disaster recovery plan for the Services (the "**DR/BC Plan**"), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor's current DR/BC Plan, revision history, and any

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	reports or summaries relating to past testing of the DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section **Error! Reference source not found.** (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit (e.g., ISO 9000) of the DR/BC Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County with copies of all reports and/or summaries resulting from any testing of the DR/BC Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the DR/BC Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section **Error! Reference source not found.** (Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County's data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor's obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor's customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section **Error! Reference source not found.** (Force Majeure) shall not limit Contractor's obligations under this Section **Error! Reference source not found.** (Disaster Recovery/Business Continuity).	**proposed revision in the adjacent column using "track changes."**	reports or summaries relating to past testing of the DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section **Error! Reference source not found.** (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit (e.g., ISO 9000) of the DR/BC Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County with copies of all reports and/or summaries resulting from any testing of the DR/BC Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the DR/BC Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section **Error! Reference source not found.** (Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County's data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor's obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor's customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section **Error! Reference source not found.** (Force Majeure) shall not limit Contractor's obligations under this Section **Error! Reference source not found.** (Disaster Recovery/Business Continuity).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 23. (INDEMNIFICATION)			
23.1	**General Indemnification** Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**General Indemnification** Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.
23.1 Paragraph 2	Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without County's prior written approval.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without County's prior written approval.
23.2 (a)	**Intellectual Property Indemnification**	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Intellectual Property Indemnification**

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	Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Section **Error! Reference source not found.**0 as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section **Error! Reference source not found.**0 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third-parties with regard to intellectual property and infringement for Third-Party Products.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Section **Error! Reference source not found.**0 as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section **Error! Reference source not found.**0 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third-parties with regard to intellectual property and infringement for Third-Party Products.

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23.2 (b)	County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section **Error! Reference source not found.**0 (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Section **Error! Reference source not found.**0 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Section "**Remedial Act(s)**").	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section **Error! Reference source not found.**0 (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Section **Error! Reference source not found.**0 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Section "**Remedial Act(s)**").
23.2 (c)	If Contractor fails to complete the Remedial Acts described in Section **Error! Reference source not found.**0 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor fails to complete the Remedial Acts described in Section **Error! Reference source not found.**0 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor

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	under the Agreement, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "**County's Mitigation Acts**"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by County in connection with County's Mitigation Acts.		under the Agreement, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "**County's Mitigation Acts**"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by County in connection with County's Mitigation Acts.
23.3	**Indemnities Throughout Agreement** It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section **Error! Reference source not found.** (Indemnification).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Indemnities Throughout Agreement** It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section **Error! Reference source not found.** (Indemnification).
SECTION 24. (INSURANCE)			
24.1	**General Insurance Provisions** 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	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**General Insurance Provisions** 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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	insurance coverage satisfying the requirements specified in this Section **Error! Reference source not found.** (Insurance). These minimum insurance coverage terms, types, and limits ("**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.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	insurance coverage satisfying the requirements specified in this Section **Error! Reference source not found.** (Insurance). These minimum insurance coverage terms, types, and limits ("**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.
24.2 (a)	**Evidence of Coverage and Notice** Certificate(s) of insurance coverage ("**Certificates**") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address specified in Section **Error! Reference source not found.**0 below and provided prior to commencing services under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Evidence of Coverage and Notice** Certificate(s) of insurance coverage ("**Certificates**") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address specified in Section **Error! Reference source not found.**0 below and provided prior to commencing services under this Agreement.
24.2 (b)	Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
24.2 (c)	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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
24.2 (d)	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 the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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24.2 (d) Paragraph 2	Certificates and copies of any required endorsements shall be sent to: County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012 Attention: [**] Director, Contracts and Grants	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Certificates and copies of any required endorsements shall be sent to: County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012 Attention: [**] Director, Contracts and Grants
24.2 (d) Paragraph 3	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 subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.
24.3	**Additional Insured Status and Scope of Coverage** The 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	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Additional Insured Status and Scope of Coverage** The 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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	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.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
24.3.1	**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 the County, upon which the County may suspend or terminate this Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 the County, upon which the County may suspend or terminate this Agreement.
24.3.2	**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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
24.3.3	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
24.3.4	**Waivers of Subrogation** To the fullest extent permitted by law, the 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. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Waivers of Subrogation** To the fullest extent permitted by law, the 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. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
24.3.5	**Subcontractor Insurance Coverage Requirements** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Subcontractor Insurance Coverage Requirements** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
24.3.6	**Deductibles and Self-insured Retentions** 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Deductibles and Self-insured Retentions** 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.
24.3.7	**Claims Made Coverage**	**Do you accept this provision?**	**Claims Made Coverage**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	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.	☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
24.3.8	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
24.3.9	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
24.3.10	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
24.3.11	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
24.4	**Insurance Coverage Requirements** Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Insurance Coverage Requirements** Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows:
24.4.1	**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 $__ million Products/Completed Operations Aggregate $__ million Personal and Advertising Injury $__ million Each Occurrence $__ million	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 $__ million Products/Completed Operations Aggregate $__ million Personal and Advertising Injury $__ million Each Occurrence $__ million
24.4.2	**Automobile Liability Insurance**	**Do you accept this provision?**	**Automobile Liability Insurance**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars ($1,000,000) 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars ($1,000,000) 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
24.4.3	**Workers' Compensation and Employers' Liability** Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Workers' Compensation and Employers' Liability** Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
24.4.4	**Professional Liability/errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than _____dollars ($_____) per claim and _____ dollars ($_____) aggregate.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Professional Liability/errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than _____dollars ($_____) per claim and _____ dollars ($_____) aggregate.

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	Further, 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.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Further, 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.
24.4.5	**Technology Errors and Omissions** Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars ($10,000,000) per occurrence. For the purposes of this section, the term "technology services" means (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Technology Errors and Omissions** Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars ($10,000,000) per occurrence. For the purposes of this section, the term "technology services" means (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
24.4.6	**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 fifteen million dollars ($15,000,000) aggregate for each occurrence. For the purposes of this section, 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. The 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 fifteen million dollars ($15,000,000) aggregate for each occurrence. For the purposes of this section, 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. The 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.
24.5	**Failure to Maintain Insurance** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance acceptable to County 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 such breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Failure to Maintain Insurance** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance acceptable to County 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 such breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.
SECTION 25. (WITHHOLD REMEDY)			
25.	In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	under this Agreement and it fails to cure the default within fifteen (15) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16th) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	under this Agreement and it fails to cure the default within fifteen (15) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16th) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.
SECTION 26. (DISPUTE RESOLUTION PROCEDURE)			
26.	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. The Parties understand and agree that the procedures outlined in this Section **Error! Reference source not found.** (Dispute Resolution Procedure) 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 Section **Error! Reference source not found.** (Dispute Resolution Procedure), 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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. The Parties understand and agree that the procedures outlined in this Section **Error! Reference source not found.** (Dispute Resolution Procedure) 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 Section **Error! Reference source not found.** (Dispute Resolution Procedure), 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.

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26. (a)	Contractor and County agree to act with urgency to mutually resolve any Disputes which may arise with respect to this Agreement. All such Disputes shall be subject to the provisions of this Section **Error! Reference source not found.** (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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor and County agree to act with urgency to mutually resolve any Disputes which may arise with respect to this Agreement. All such Disputes shall be subject to the provisions of this Section **Error! Reference source not found.** (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.
26. (b)	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 which County determines should be delayed as a result of such Dispute.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 which County determines should be delayed as a result of such Dispute.
26. (c)	Subject to the provisions of Section **Error! Reference source not found.** (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Subject to the provisions of Section **Error! Reference source not found.** (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	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. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.
26. (c) Paragraph 2	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. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
26. (d)	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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.

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26. (e)	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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
26. (f)	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 President and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 President and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.

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26. (g)	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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
26. (h)	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 Section **Error! Reference source not found.** (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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 Section **Error! Reference source not found.** (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.
26. (i)	Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section **Error! Reference source not found.** (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section **Error! Reference source not found.** (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The

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	preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
26. (j)	Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.
26.1	**Dispute Resolution With Contractor and Other Vendors** Contractor shall, on County's request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County's third party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Dispute Resolution With Contractor and Other Vendors** Contractor shall, on County's request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County's third party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration.

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SECTION 27. (TERMINATION)			
27.1 (a)	**Termination for Insolvency** County may terminate this Agreement forthwith in the event of the occurrence of any of the following:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Termination for Insolvency** County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
27.1 (a) (i)	Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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27.1 (a) (ii)	The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
27.1 (a) (iii)	The appointment of a Receiver or Trustee for the Contractor; or	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The appointment of a Receiver or Trustee for the Contractor; or
27.1 (a) (iv)	The execution by the Contractor of a general assignment for the benefit of creditors.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	The execution by the Contractor of a general assignment for the benefit of creditors.

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		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
27.1 (b)	The rights and remedies of County provided in this Section **Error! Reference source not found.** (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The rights and remedies of County provided in this Section **Error! Reference source not found.** (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
27.2 (a)	**Termination for Material Breach** County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Termination for Material Breach** County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.		cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.
27.2 (b)	In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars ($50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written notice to County, terminate the Term of the affected Statement of Work. Contractor acknowledges and agrees that this Section **Error! Reference source not found.**0 (Termination for Material Breach) describes Contractor's sole right to terminate any Statement of Work or this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars ($50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written notice to County, terminate the Term of the affected Statement of Work. Contractor acknowledges and agrees that this Section **Error! Reference source not found.**0 (Termination for Material Breach) describes Contractor's sole right to terminate any Statement of Work or this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work.

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27.2 (c)	In the event that County terminates this Agreement in whole or in part as provided in Section **Error! Reference source not found.** (Termination for Material Breach), 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 be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event that County terminates this Agreement in whole or in part as provided in Section **Error! Reference source not found.** (Termination for Material Breach), 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 be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach).
27.2 (d)	If, after County has given notice of termination under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach), it is determined by County that the Contractor was not in default under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach), the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section **Error! Reference source not found.** (Termination for Convenience).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If, after County has given notice of termination under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach), it is determined by County that the Contractor was not in default under the provisions of this Section **Error! Reference source not found.** (Termination for Material Breach), the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section **Error! Reference source not found.** (Termination for Convenience).
27.3	**Termination for Regulatory Non-compliance** In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Termination for Regulatory Non-compliance** In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	accreditation/certification organization (e.g., Joint Commission or the Office of National Coordinator (ONC)) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	accreditation/certification organization (e.g., Joint Commission or the Office of National Coordinator (ONC)) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.
27.4	**Termination for Convenience** County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon fourteen (14) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination under this Section shall not affect the license granted in Section **Error! Reference source not found.** (Licensed Software), which shall continue in perpetuity.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Termination for Convenience** County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon fourteen (14) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination under this Section shall not affect the license granted in Section **Error! Reference source not found.** (Licensed Software), which shall continue in perpetuity.
27.5 (a)	**Termination for Improper Consideration** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that 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,	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Termination for Improper Consideration** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that 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,

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	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.	**proposed revision in the adjacent column using "track changes."**	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.
27.5 (b)	Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
27.5 (c)	Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

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27.6	**Effect of Termination** Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable, unless otherwise specified by County in writing:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Effect of Termination** Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable, unless otherwise specified by County in writing:
27.6 (a)	Contractor and County shall continue the performance of this Agreement to the extent not terminated.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor and County shall continue the performance of this Agreement to the extent not terminated.
27.6 (b)	Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such	**Do you accept this provision?**	Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such

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	notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County.
27.6 (c)	County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
27.6 (d)	Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.

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		proposed revision in the adjacent column using "track changes."	
27.6 (e)	Notwithstanding the foregoing, upon termination for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach) during Implementation Services, Contractor shall return all monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, to ensure health care to County's patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding the foregoing, upon termination for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach) during Implementation Services, Contractor shall return all monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, to ensure health care to County's patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems.
27.6 (f)	County shall have the rights set forth in Section **Error! Reference source not found.** (Licensed Software) and Section **Error! Reference source not found.** (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section **Error! Reference source not found.** (Escrow Agent and Release Conditions) has occurred which would permit County to use the Source Material.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	County shall have the rights set forth in Section **Error! Reference source not found.** (Licensed Software) and Section **Error! Reference source not found.** (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section **Error! Reference source not found.** (Escrow Agent and Release Conditions) has occurred which would permit County to use the Source Material.

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27.6 (g)	Upon termination by County for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach) or for insolvency pursuant to Section **Error! Reference source not found.** (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Services.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Upon termination by County for default pursuant to Section **Error! Reference source not found.** (Termination for Material Breach) or for insolvency pursuant to Section **Error! Reference source not found.** (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Services.
27.6 (h)	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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
27.6 (i)	In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed	**Do you accept this provision?**	In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed

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	shall be deemed terminated in accordance with this Section **Error! Reference source not found.** (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	shall be deemed terminated in accordance with this Section **Error! Reference source not found.** (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.
27.6 (j)	Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section **Error! Reference source not found.** (Termination Transition Services).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section **Error! Reference source not found.** (Termination Transition Services).
27.6 (k)	Contractor shall promptly return to County any and all Confidential Information, including County Data and Work Product, that relate to that portion of the Agreement and Services terminated by County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	Contractor shall promptly return to County any and all Confidential Information, including County Data and Work Product, that relate to that portion of the Agreement and Services terminated by County.

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		proposed revision in the adjacent column using "track changes."	
27.7	**Termination Transition Services** Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). Unless the Parties have specifically agreed upon a termination transition plan prior to the time of termination (the "**Termination Transition Plan**"), the rights of County upon any termination shall be as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent Approved Termination Transition Plan, and also as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). In the event of any inconsistency between this Section **Error! Reference source not found.** (Termination Transition Services) and the applicable Termination Transition Plan, this Section **Error! Reference source not found.** (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the services under the Agreement, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition services,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Termination Transition Services** Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). Unless the Parties have specifically agreed upon a termination transition plan prior to the time of termination (the "**Termination Transition Plan**"), the rights of County upon any termination shall be as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent Approved Termination Transition Plan, and also as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). In the event of any inconsistency between this Section **Error! Reference source not found.** (Termination Transition Services) and the applicable Termination Transition Plan, this Section **Error! Reference source not found.** (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the services under the Agreement, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition services,

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	which services shall be provided as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). Contractor shall provide County with all of the services and all of the termination transition services as provided in this Section **Error! Reference source not found.** (Termination Transition Services) and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination 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 hereunder during the termination transition period. County shall have the right to seek specific performance of this Section **Error! Reference source not found.** (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section **Error! Reference source not found.** (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the services provided by Contractor hereunder, in accordance with Contractor's Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor		which services shall be provided as set forth in this Section **Error! Reference source not found.** (Termination Transition Services). Contractor shall provide County with all of the services and all of the termination transition services as provided in this Section **Error! Reference source not found.** (Termination Transition Services) and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination 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 hereunder during the termination transition period. County shall have the right to seek specific performance of this Section **Error! Reference source not found.** (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section **Error! Reference source not found.** (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the services provided by Contractor hereunder, in accordance with Contractor's Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor

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	shall provide extensions of transition support services as requested by County in serial thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition services, including all extensions provided for herein, shall not exceed eighteen (18) months.		shall provide extensions of transition support services as requested by County in serial thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition services, including all extensions provided for herein, shall not exceed eighteen (18) months.
27.8	**Survival** The following Sections shall survive any termination or expiration of this Agreement: Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections **Error! Reference source not found.** (Licensed Software), **Error! Reference source not found.** (Intellectual Property), or **Error! Reference source not found.** (Confidentiality)), **Error! Reference source not found.** (Approval of Key Deliverables), **Error! Reference source not found.** (No Payment for Services Provided Following Expiration/Termination of Agreement), **Error! Reference source not found.** (Record Retention and Inspection/Audit Settlement), **Error! Reference source not found.** (Verification of Licensee Costs By Government), **Error! Reference source not found.** (Independent Contractor), **Error! Reference source not found.** (Contractor's Warranties), **Error! Reference source not found.** (Intellectual Property), **Error! Reference source not found.** (Confidentiality), **Error! Reference source not found.** (Indemnification), **Error! Reference source not found.** (Claims Made Coverage), **Error! Reference source not found.** (Withhold Remedy), **Error! Reference source not found.** (Effect of Termination), **Error! Reference source not found.** (Termination Transition Services), **Error! Reference source not found.** (Survival), and **Error! Reference source not found.** (Miscellaneous), 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions), 5.2 (Services Not To Be Withheld or Suspended) of Exhibit M (Additional Hosting Services Terms and Conditions), 6 (Confidentiality) of Exhibit M (Additional Hosting Services Terms and Conditions), and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Survival** The following Sections shall survive any termination or expiration of this Agreement: Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections **Error! Reference source not found.** (Licensed Software), **Error! Reference source not found.** (Intellectual Property), or **Error! Reference source not found.** (Confidentiality)), **Error! Reference source not found.** (Approval of Key Deliverables), **Error! Reference source not found.** (No Payment for Services Provided Following Expiration/Termination of Agreement), **Error! Reference source not found.** (Record Retention and Inspection/Audit Settlement), **Error! Reference source not found.** (Verification of Licensee Costs By Government), **Error! Reference source not found.** (Independent Contractor), **Error! Reference source not found.** (Contractor's Warranties), **Error! Reference source not found.** (Intellectual Property), **Error! Reference source not found.** (Confidentiality), **Error! Reference source not found.** (Indemnification), **Error! Reference source not found.** (Claims Made Coverage), **Error! Reference source not found.** (Withhold Remedy), **Error! Reference source not found.** (Effect of Termination), **Error! Reference source not found.** (Termination Transition Services), **Error! Reference source not found.** (Survival), and **Error! Reference source not found.** (Miscellaneous), 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions), 5.2 (Services Not To Be Withheld or Suspended) of Exhibit M (Additional Hosting Services Terms and Conditions), 6 (Confidentiality) of Exhibit M (Additional Hosting Services Terms and Conditions), and

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	9.11 (Force Majeure Not Applicable) of Exhibit M (Additional Hosting Services Terms and Conditions).		9.11 (Force Majeure Not Applicable) of Exhibit M (Additional Hosting Services Terms and Conditions).
SECTION 28. (MULTI-VENDOR ENVIRONMENT)			
28.1	**Cross-over Issues** Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to County Systems. Effective operation of such an environment requires not only the cooperation among all service providers, including 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 actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Cross-over Issues** Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to County Systems. Effective operation of such an environment requires not only the cooperation among all service providers, including 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 actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.
28.2	**Service Interdependencies** Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors, Contractor third party vendors, County, or County Designee(s) that may impact the delivery of the Services (the "**Service Interdependency**"). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or Deliverable, and validate that each project plan reflects delivery of the work or Deliverables required by Contractor to deliver the Services in accordance with the Specifications. Contractor shall implement processes to ensure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Service Interdependencies** Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors, Contractor third party vendors, County, or County Designee(s) that may impact the delivery of the Services (the "**Service Interdependency**"). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or Deliverable, and validate that each project plan reflects delivery of the work or Deliverables required by Contractor to deliver the Services in accordance with the Specifications. Contractor shall implement processes to ensure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient

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	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 Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. 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.		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 Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. 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.
28.3	**Critical Path Escalation Issues** Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party's Project Manager or Project Director to the other Party's Project Manager or Project Director. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and Contractor Project Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Critical Path Escalation Issues** Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party's Project Manager or Project Director to the other Party's Project Manager or Project Director. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and Contractor Project Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating

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	to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.		to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.
SECTION 29. (MISCELLANEOUS)			
29.1 (a)	**Force Majeure** Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of 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, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "**Force Majeure Events**").	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Force Majeure** Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of 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, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "**Force Majeure Events**").
29.1 (b)	Notwithstanding the foregoing, a default by a subcontractor of Contractor 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. As used in this Section **Error! Reference source not found.** (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Notwithstanding the foregoing, a default by a subcontractor of Contractor 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. As used in this Section **Error! Reference source not found.** (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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29.1 (c)	In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees 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.
29.1 (d)	In the event a Force Majeure Event continues for more than five (5) business days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections **Error! Reference source not found.** (Service Levels), **Error! Reference source not found.** (Confidentiality), **Error! Reference source not found.** (Security), and **Error! Reference source not found.** (Disaster Recovery/Business Continuity) or any Service Levels expressly identified in a Statement of Work.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event a Force Majeure Event continues for more than five (5) business days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections **Error! Reference source not found.** (Service Levels), **Error! Reference source not found.** (Confidentiality), **Error! Reference source not found.** (Security), and **Error! Reference source not found.** (Disaster Recovery/Business Continuity) or any Service Levels expressly identified in a Statement of Work.
29.2	**UCITA; Self-help Remedies** The Uniform Computer Information Transactions Act ("**UCITA**") shall not apply to this Agreement regardless of	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**UCITA; Self-help Remedies** The Uniform Computer Information Transactions Act ("**UCITA**") shall not apply to this Agreement regardless of

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.
29.3 (a)	**Notices** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Notices** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.3 (b)	The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.
29.3 (c)	All notices shall be sent by one of the methods specified above, to the following:	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All notices shall be sent by one of the methods specified above, to the following:
29.3 (c) (i)	To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
29.3 (c) (ii)	To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Employees).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Employees).
29.3 (d)	Each Party may change the names of the people designated to receive notices pursuant to this Section **Error! Reference source not found.** (Notices) by giving written notice of the change to the other Party, subject to County's right of Approval in accordance with Exhibit T (Project Team and Governance).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Each Party may change the names of the people designated to receive notices pursuant to this Section **Error! Reference source not found.** (Notices) by giving written notice of the change to the other Party, subject to County's right of Approval in accordance with Exhibit T (Project Team and Governance).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.4 (a)	**Interpretation** All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Interpretation** All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.
29.4 (b)	In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.4 (b) (i)	Exhibit G (Glossary);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Exhibit G (Glossary);
29.4 (b) (ii)	Exhibit A (Statement of Work);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Exhibit A (Statement of Work);
29.4 (b) (iii)	Exhibit E (Service Levels and Performance Standards);	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Exhibit E (Service Levels and Performance Standards);

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
29.4 (b) (iv)	Exhibit C (Fees; Contractor Professional Services Rates);	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Exhibit C (Fees; Contractor Professional Services Rates);
29.4 (b) (v)	Contractor's response to the RFP; and	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor's response to the RFP; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.4 (b) (vi)	All other Exhibits, Attachments and Schedules.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	All other Exhibits, Attachments and Schedules.
29.4 (c)	When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.5	**Entire Agreement** This Agreement and the Statements of Work, Exhibits, Attachments, and Schedules to this Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section **Error! Reference source not found.** (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements ("**Additional Terms**") provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Entire Agreement** This Agreement and the Statements of Work, Exhibits, Attachments, and Schedules to this Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section **Error! Reference source not found.** (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements ("**Additional Terms**") provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.
29.6	**Waivers** No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Waivers** No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.7	**Governing Law** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. 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 Los Angeles County.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Governing Law** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. 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 Los Angeles County.
29.8 (a)	In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
29.8 (b)	Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section **Error! Reference source not found.** (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section **Error! Reference source not found.** (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
29.9	**Required Certifications** Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Required Certifications** Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section **Error! Reference source not found.** (Notices).		rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section **Error! Reference source not found.** (Notices).
29.10	**Construction** All captions, paragraph, and section headings used in this Agreement are for reference purposes only and are not part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Construction** All captions, paragraph, and section headings used in this Agreement are for reference purposes only and are not part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.
29.11	**Severability** 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Severability** 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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.12	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
29.13	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
29.14	**Days** Unless expressly provided otherwise, all references to "days" refer to calendar days.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Days** Unless expressly provided otherwise, all references to "days" refer to calendar days.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
29.15 (Assignment and Delegation) 29.15.1 (a)	**Assignment by Contractor** Contractor shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Assignment by Contractor** Contractor shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
29.15.1 (b)	Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	in accordance with applicable provisions of this Agreement.		in accordance with applicable provisions of this Agreement.
29.15.1 (c)	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 this 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	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 this 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
29.15.2	**Assignment By County** This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Assignment By County** This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
29.16	**Cooperation In Regulatory Compliance** Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables. Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section **Error! Reference source not found.** (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and incident response reports, to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Cooperation In Regulatory Compliance** Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables. Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section **Error! Reference source not found.** (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and incident response reports, to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.
29.17	**Terminology** All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Terminology** All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."
29.18	**Electronic Signatures and Facsimiles Binding**	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"**	**Electronic Signatures and Facsimiles Binding**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor's acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile or electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor's acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile or electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
29.19	**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 employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business, which would include a public announcement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business, which would include a public announcement.
29.20	**Contractor Personnel Injuries**	**Do you accept this provision?**	**Contractor Personnel Injuries**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.	☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.
29.21	**Non-exclusivity** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Non-exclusivity** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.
29.22	**Conflict of Interest**	**Do you accept this provision?**	**Conflict of Interest**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	No County employee whose position with County enables such employee to influence the award of this Agreement or any competing contract, 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. 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	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	No County employee whose position with County enables such employee to influence the award of this Agreement or any competing contract, 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. 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
29.23 (a)	**Employment Eligibility Verification** 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 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 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), 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Employment Eligibility Verification** 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 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 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), 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.
29.23 (b)	Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	employment of any persons performing work under this Agreement.	**proposed revision in the adjacent column using "track changes."**	employment of any persons performing work under this Agreement.
29.24 (a)	**Public Records Act** Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section **Error! Reference source not found.** (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 (RFP) 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 which are 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Public Records Act** Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section **Error! Reference source not found.** (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 (RFP) 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 which are 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.
29.24 (b)	In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	attorney's fees, in action or liability arising under the Public Records Act.	**proposed revision in the adjacent column using "track changes."**	attorney's fees, in action or liability arising under the Public Records Act.
29.25	**Contractor Performance During Civil Unrest and Disaster** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, including Section **Error! Reference source not found.** (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Performance During Civil Unrest and Disaster** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, including Section **Error! Reference source not found.** (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.
SECTION 30. (ADDITIONAL COUNTY REQUIRED TERMS)			
30.1	**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 (including any extensions), and the Services to be provided by Contractor under this	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 (including any extensions), and the Services to be provided by Contractor under this

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's 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.		Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's 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.
30.2 (a)	**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); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.
30.2 (b)	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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.2 (c)	Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
30.2 (d)	Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
30.2 (e)	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	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.
30.2 (f)	Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 26.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) when so requested by County.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 26.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) when so requested by County.
30.2 (g)	If County finds that any provisions of this Section 26.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) 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	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	If County finds that any provisions of this Section 26.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) 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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	addition, a determination by the California Fair Employment Practices 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.	**proposed revision in the adjacent column using "track changes."**	addition, a determination by the California Fair Employment Practices 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.
30.2 (h)	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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
30.2 (i)	Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.3	**Recycled Bond Paper** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Recycled Bond Paper** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.
30.4 (Contractor Responsibility and Debarment) 30.4.1	**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 Agreement. It is County's policy to conduct business only with responsible contractors.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 Agreement. It is County's policy to conduct business only with responsible contractors.
30.4.2	**Chapter 2.202 of the Los Angeles County Code**	**Do you accept this provision?**	**Chapter 2.202 of the Los Angeles County Code**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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 Agreement, debar Contractor from bidding or proposing on, or being awarded, or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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 Agreement, debar Contractor from bidding or proposing on, or being awarded, or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.
30.4.3	**Non-responsible Contractor** County may debar 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Non-responsible Contractor** County may debar 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.
30.4.4 (a)	**Contractor Hearing Board** If there is evidence that Contractor may be subject to debarment, the Health Agency will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Contractor Hearing Board** If there is evidence that Contractor may be subject to debarment, the Health Agency will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled

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	date for a debarment hearing before the Contractor Hearing Board.	**proposed revision in the adjacent column using "track changes."**	date for a debarment hearing before the Contractor Hearing Board.
30.4.4 (b)	The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the 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 Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the 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 Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
30.4.4 (c)	After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.

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30.4.4 (d)	If Contractor has been debarred for a period longer than five (5) years, 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor has been debarred for a period longer than five (5) years, 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.
30.4.4 (e)	The 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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30.4.4 (f)	The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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.
30.5	**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 and listed in the appropriate contractor performance database. The report to the Board will include improvement and 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 and listed in the appropriate contractor performance database. The report to the Board will include improvement and 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.
30.6 (Compliance with County's Jury Service Program) 30.6.1	**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	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**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

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	through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix L.3 (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Agreement.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix L.3 (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Agreement.
30.6.2	**Written Employee Jury Service Policy** Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles 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 (5) 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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Written Employee Jury Service Policy** Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles 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 (5) 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.
30.6.2 Paragraph 2	For purposes of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program), "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 Fifty Thousand Dollars ($50,000) or more in any twelve (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 forty (40)	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	For purposes of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program), "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 Fifty Thousand Dollars ($50,000) or more in any twelve (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 forty (40)

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	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 ninety (90) days or less within a twelve (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 Agreement, the subcontractor shall also be subject to the provisions of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program). The provisions of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.		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 ninety (90) days or less within a twelve (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 Agreement, the subcontractor shall also be subject to the provisions of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program). The provisions of this Section **Error! Reference source not found.** (Compliance with the County's Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
30.6.3	**Jury Service Program Additional Terms** 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" or that Contractor continues to qualify for an exception to the Program.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Jury Service Program Additional Terms** 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" or that Contractor continues to qualify for an exception to the Program.
30.6.3 Paragraph 2	Contractor's violation of this Section **Error! Reference source not found.** (Compliance with the County's Jury	**Do you accept this provision?**	Contractor's violation of this Section **Error! Reference source not found.** (Compliance with the County's Jury

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Service Program) 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 bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Service Program) 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 bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
30.7	**Consideration of Hiring County Employees Targeted for Layoff/or 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 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Consideration of Hiring County Employees Targeted for Layoff/or 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 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.
30.8 (a)	**Consideration of Hiring Gain/Grow Program Participants** 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 County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Consideration of Hiring Gain/Grow Program Participants** 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 County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

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	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. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.	**proposed revision in the adjacent column using "track changes."**	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. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
30.8 (b)	In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
30.9 (a)	**Contractor's Warranty of Adherence to County's Child Support Compliance Program** 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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor's Warranty of Adherence to County's Child Support Compliance Program** 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.

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30.9 (b)	As required by the County's Child Support Compliance Program (Los Angeles 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 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).	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	As required by the County's Child Support Compliance Program (Los Angeles 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 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).
30.9 (c)	Failure of Contractor to maintain compliance with the requirements set forth in Section **Error! Reference source not found.** (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 Section 29.2 (Termination for Material Breach) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Failure of Contractor to maintain compliance with the requirements set forth in Section **Error! Reference source not found.** (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 Section 29.2 (Termination for Material Breach) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.
30.10 (a)	**Safely Surrendered Baby Law**	**Do you accept this provision?**	**Safely Surrendered Baby Law**

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	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 the 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 http://www.babysafela.org.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 the 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 http://www.babysafela.org.
30.10 (b)	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 Appendix L.6 (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 Appendix L.6 (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.
30.11	**Notice to Employees Regarding the Federal Earned Income Credit** Contractor shall notify its employees, and shall notify 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	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**Notice to Employees Regarding the Federal Earned Income Credit** Contractor shall notify its employees, and shall notify 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

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	accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.	**proposed revision in the adjacent column using "track changes."**	accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
30.12 (a)	**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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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.
30.12 (a) Paragraph 2	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, will maintain compliance with Los Angeles County Code Chapter 2.206.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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, will maintain compliance with Los Angeles County Code Chapter 2.206.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.12 (b)	Failure of Contractor to maintain compliance with the requirements set forth in Section **Error! Reference source not found.** (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 ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Failure of Contractor to maintain compliance with the requirements set forth in Section **Error! Reference source not found.** (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 ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.
30.13 (a)	**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 U.S.C. §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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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 U.S.C. §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.
30.13 (b)	Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained	**Do you accept this provision?**	Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	by Contractor, shall fully comply with the 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 the 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 at County's option, either for material breach under Section **Error! Reference source not found.** (Termination for Material Breach) of this Agreement or for convenience under Section **Error! Reference source not found.** (Termination for Convenience) of this Agreement.	☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	by Contractor, shall fully comply with the 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 the 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 at County's option, either for material breach under Section **Error! Reference source not found.** (Termination for Material Breach) of this Agreement or for convenience under Section **Error! Reference source not found.** (Termination for Convenience) of this Agreement.
30.14	**Staff Performance While Under Influence** Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Staff Performance While Under Influence** Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.
30.15	**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	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	**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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that 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, 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 is responsible to reimburse County for all associated costs (repayment, fine, and penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who are excluded or suspended. 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.	**proposed revision in the adjacent column using "track changes."**	excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that 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, 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 is responsible to reimburse County for all associated costs (repayment, fine, and penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who are excluded or suspended. 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.
30.16	**Compliance With County's Zero Tolerance Policy on Human Trafficking** The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Compliance With County's Zero Tolerance Policy on Human Trafficking** The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.16 Paragraph 2	If Contractor or a member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing Services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor or a member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing Services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
30.16 Paragraph 3	Disqualification of any member of the Contractor's staff pursuant to this Section **Error! Reference source not found.** (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Disqualification of any member of the Contractor's staff pursuant to this Section **Error! Reference source not found.** (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement
30.17	**Federal Access to Records** If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement,	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	**Federal Access to Records** If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	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 authorized 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 agreement shall provide for such access to the subcontract agreement, books, documents, and records of the Subcontractor.	**concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 authorized 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 agreement shall provide for such access to the subcontract agreement, books, documents, and records of the Subcontractor.
30.18	**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, every Contractor and Subcontractor 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**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, every Contractor and Subcontractor 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.
30.19	**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 from any and all liability, including, but not	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	**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 from any and all liability, including, but not

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, 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.	**If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, 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.
30.20	**Contractor Alert Reporting Database (card)** County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Contractor Alert Reporting Database (card)** County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.
30.21 (a)	**Local Small Business Enterprise (SBE) Preference Program** 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.	**Do you accept this provision?** **☐ "Yes" or ☐ "No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Local Small Business Enterprise (SBE) Preference Program** 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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		_____	
30.21 (b)	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 SBE.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	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 SBE.
30.21 (c)	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 SBE.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."** _____	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 SBE.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.21 (d)	If Contractor has obtained certification as a Local SBE 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:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	If Contractor has obtained certification as a Local SBE 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:
30.21 (d)(i)	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
30.21 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"**	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
30.21 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
30.21 (d) Paragraph 2	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your**	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
30.22 (a)	**Transitional Job Opportunities Preference Program** This Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Transitional Job Opportunities Preference Program** This Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
30.22 (b)	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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.22 (c)	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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
30.22 (d)	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:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.22 (d)(i)	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
30.22 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
30.22 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
30.22 (d) Paragraph 2	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.
30.23 (a)	**Disabled Veteran Business Enterprise Preference Program** 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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Disabled Veteran Business Enterprise Preference Program** 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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.23 (b)	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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.
30.23 (c)	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.	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.23 (d)	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:	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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:
30.23 (d)(i)	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
30.23 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	**Do you accept this provision?** ☐ **"Yes"** **or** ☐ **"No"** **If "No," state clearly your objection(s) to the specific**	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
30.23 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
30.23 (d) Paragraph 2	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.24	**Compliance With Fair Chance Employment Practices** Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	**Compliance With Fair Chance Employment Practices** Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.
Last Paragraph	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 the Health Agency 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.	**Do you accept this provision?** ☐ **"Yes"** or ☐ **"No"** **If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."**	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 the Health Agency 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.

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX K (REQUIRED FORMS)

#CADSS2019

REQUIRED FORMS EXHIBIT K.1
COMPANY'S ORGANIZATION QUESTIONNAIRE AND AFFIDAVIT

Please complete, date and sign this form in its entirety. The person signing the form must be authorized to sign on behalf of the Company and to bind the applicant in an Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	**State**	**Year Inc.**
Address		

2. The Company must be registered with the California Secretary of State in order to do business with the County. Provide the following:

Name	**CA Secretary of State Entity Number**

3. All Companies must register on the County's WebVen. Provide Company's County WebVen Number:

4. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

5. If your firm is doing business under one or more DBA, please list all DBA names and the County(ies) of registration:

Name	**County of Registration**	**Yr. became DBA**
Name	**County of Registration**	**Yr. became DBA**

6. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ No ☐ Yes **If yes, Name of parent firm:**

   State of incorporation or registration of parent firm:

COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Company acknowledges and certifies compliance with all terms and conditions outlined in Appendix J, and the following specific Los Angeles County codes and provisions:

1.	Appendix J, Paragraph 24 – General Provisions for All Insurance Coverage and Paragraph 24.4 – Insurance Coverage.	Yes ☐	No ☐
2.	The Los Angeles County Code, Section 2.180.010 and Appendix J, Paragraph 29.22 – Conflict of Interest.	Yes ☐	No ☐
3.	The Los Angeles County Code, Chapter 4.32.010 and Appendix J, Paragraph 30.2 – Compliance with Civil Rights Laws, Anti-Discrimination and Affirmative Action Laws.	Yes ☐	No ☐
4.	Appendix J, Paragraph 30.3 – Recycled Bond Paper	Yes ☐	No ☐
5.	Appendix J, Paragraph 30.6 – Compliance with County's Jury Service Program.	Yes ☐	No ☐
6.	Appendix J, Paragraph 30.7 – Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List	Yes ☐	No ☐
7.	Appendix J, Paragraph 30.8 – Consideration of Hiring GAIN/GROW Participants.	Yes ☐	No ☐
8.	Appendix J, Paragraph 30.9 – Contractor's Warranty of Adherence to County's Child Support Compliance Program	Yes ☐	No ☐
9.	Appendix J, Paragraph, 30.10 – Safely Surrendered Baby Law	Yes ☐	No ☐
10.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Appendix J, Paragraph 30.12 – Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program.	Yes ☐	No ☐
11.	Appendix J, Paragraph 30.15 – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (2 C.F.R. Part 376).	Yes ☐	No ☐
12.	Appendix J, Paragraph 30.16 – Compliance with County's Zero Tolerance Policy on Human Trafficking.	Yes ☐	No ☐
13.	Appendix J, Paragraph 30.24 – Compliance with Fair Chance Employment Hiring Practices Certification.	Yes ☐	No ☐
14.	The County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160.	Yes ☐	No ☐

Company further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION PROVIDED IN THIS EXHIBIT 1 IS TRUE AND ACCURATE.

Company's Name

On behalf of _____ (Company's name), I _____ (Name of Company's authorized representative), certify that the information contained in this Appendix K - Exhibit 1, Company's Organization Questionnaire and Affidavit, is true and correct to the best of my information and belief.

_____
Signature

_____ _____
Title Date

_____ _____
E-mail Address Telephone Number

REQUIRED FORMS – EXHIBIT K.2
COMMUNITY BUSINESS ENTERPRISE INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/company will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit
☐ Franchise
☐ Other (Please Specify)

Number of California Employees:

Total Number of Employees of Firm (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the **total number of employees of the Firm** into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Company Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

REQUIRED FORMS - EXHIBIT K.3

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ The Company or Contractor is exempt from the California Nonprofit Integrity Act.

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.

If the Company or Contractor is not exempt, **check the Certification below that is applicable to your company.**

☐ The Company 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 Company engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide the County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ The Company or Contractor is registered with the California Registry of Charitable Trusts **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.

_____

Signature **Date:** - -

Name of Signer: _____

Title: _____

REQUIRED FORMS - EXHIBIT K.4
PROSPECTIVE CONTRACTOR REFERENCES

Company's Name:

List _____ References where the same or similar scope of services were provided.

1. Name of Firm:	**Address of Firm:**	**Contact Person:**
Telephone #: - -	**E-mail Address:**	**Specific Date of Contract – From - To** - - - - -
Name or Contract No.	**Type of Service:**	**Annual Dollar Amount:** $
2. Name of Firm:	**Address of Firm:**	**Contact Person:**
Telephone #: - -	**E-mail Address:**	**Specific Date of Contract – From - To** - - - - -
Name or Contract No.	**Type of Service:**	**Annual Dollar Amount:** $
3. Name of Firm:	**Address of Firm:**	**Contact Person:**
Telephone #: - -	**E-mail Address:**	**Specific Date of Contract – From - To** - - - - -
Name or Contract No.	**Type of Service:**	**Annual Dollar Amount:** $

REQUIRED FORMS - EXHIBIT K.5
REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for only one of the preference programs listed below.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **A copy of the DCBA certification is attached.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

Reviewer's Signature	Approved	Disapproved	Date

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX L (COUNTY ORDINANCES AND POLICIES)

#CADSS2019

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation)*

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by: _____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than $54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

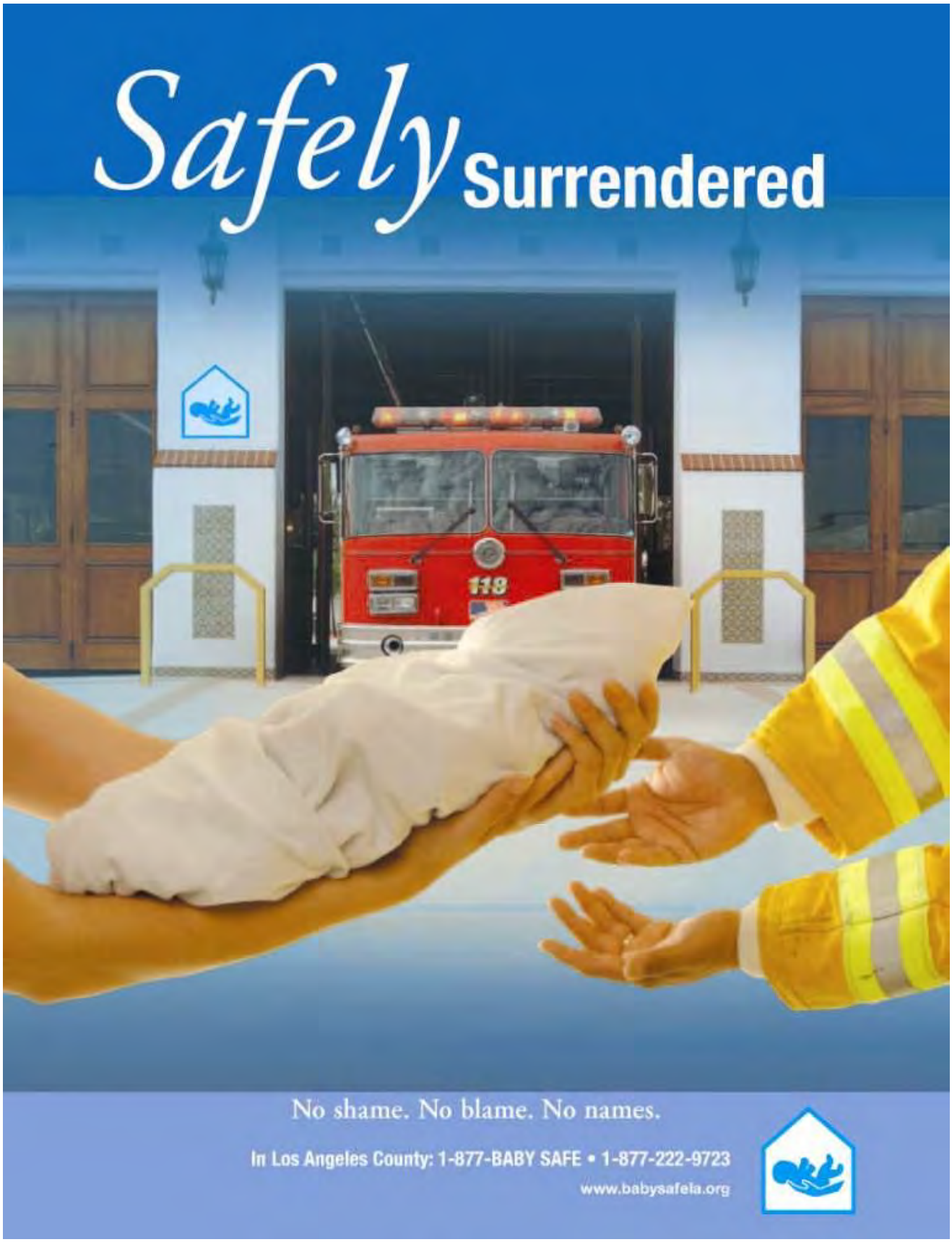
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of $800, he or she must file a 2018 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 20599I


Safely Surrendered
118
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.

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.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://oag.ca.gov/**, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://oag.ca.gov/charities/laws**

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://calnonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix P-7 is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.
The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.
The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.
All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.
A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.
(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.
A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7.Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.
A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX M (PRICING)

#CADSS2019

1. TOTAL PRICING SUMMARY		
SECTION	**CATEGORY**	**TOTAL FIXED FEE**
2	Licensed Software – Modules	$ -
3	Licensed Software – Third Party Software	$ -
4	Implementation Services and Training	$ -
5	Support Services	$ -
6	Hosting Services	$ -
7	Optional Work – Professional Services	n/a
8	Payment Schedule	n/a
9	Incremental Pricing	n/a
	TOTAL FIXED FEE	**$ -**

Section 2 - Licensed Software - Modules

Table 2

	SOFTWARE COMPONENT	PROPOSED FIXED FEE
2.01		$ -
2.02		$ -
2.03		$ -
2.04		$ -
2.05		$ -
2.06		$ -
2.07		$ -
2.08		$ -
2.09		$ -
2.10		$ -
2.11		$ -
2.12		$ -
2.13		$ -
	TOTAL FIRM FIXED FEE	**$ -**

Section 3 - Licensed Software - Third-Party Software

Table 3

	THIRD-PARTY SOFTWARE COMPONENT / PRODUCT NAME	MANUFACTURER / LICENSOR	DESCRIPTION / PURPOSE	PROPOSED FIXED FEE
3.01				$ -
3.02				$ -
3.03				$ -
3.04				$ -
3.05				$ -
3.06				$ -
3.07				$ -
3.08				$ -
3.09				$ -
3.10				$ -
3.11				$ -
3.12				$ -
3.13				$ -
3.14				$ -
3.15				$ -
3.16				$ -
3.17				$ -
3.18				$ -
3.19				$ -
3.20				$ -
			TOTAL FIRM FIXED FEE	**$ -**

Section 4 - Implementation Services and Training (Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work))

Table 4

	KEY MILESTONES	PROPOSED FIXED FEE	PROPOSED DURATION IN MONTHS
4.01	Contract Initiation	$ -	
4.02	Completion of Project Initiation	$ -	
4.03	Complete Design	$ -	
4.04	Complete Build	$ -	
4.05	Complete Test	$ -	
4.06	Training	$ -	
4.07	Deployment and Go-Live	$ -	
4.08	[INSERT ADDITIONAL ROWS AS NECESSARY]	$ -	
4.09		$ -	
4.10		$ -	
4.11		$ -	
	TOTAL FIRM FIXED FEE	**$ -**	

Section 5 - Maintenance and Operations and Support Services (Exhibit A.2 (Support Services and Maintenance Statement of Worl

Table 5

	SOFTWARE COMPONENT[1]	ANNUAL MAINTENANCE AND OPERATIONS SERVICES FEES FOR THE TERM
5.01		$ -
5.02		$ -
5.03		$ -
5.04		$ -
5.05		$ -
5.06		$ -
5.07		$ -
5.08		$ -
5.09		$ -
5.10		$ -
5.11		$ -
5.12		$ -
	TOTAL FIRM FIXED FEE	**$ -**

‹))

Section 6 - Hosting Services

Table 6.1 - Pre-Production Hosting

	SOFTWARE COMPONENT[1]	ANNUAL HOSTING FEES AGREEMENT TERM (BEFORE GO-LIVE)
6.1.1		$ -
6.1.2		$ -
6.1.3		$ -
6.1.4		$ -
6.1.5		$ -
6.1.6		$ -
6.1.7		$ -
6.1.8		$ -
6.1.9		$ -
	TOTAL FIRM FIXED FEE	**$ -**

[1] Insert the product names listed in Tables 2 and 3.

Table 6.2 - Production Hosting

	SOFTWARE COMPONENT[1]	ANNUAL HOSTING FEES SUPPORT TERM (AFTER GO-LIVE)
6.2.1		$ -
6.2.2		$ -
6.2.3		$ -
6.2.4		$ -
6.2.5		$ -
6.2.6		$ -
6.2.7		$ -
6.2.8		$ -
6.2.9		$ -
	TOTAL FIRM FIXED FEE	**$ -**

[1] Insert the product names listed in Tables 2 and 3.

Section 7 - Optional Work - Professional Services

Table 7.1

	STAFF CLASSIFICATION (JOB TITLE)	RESOURCE DESCRIPTION	FIRM FIXED HOURLY LABOR RATE
7.1.1	Technical Services: Infrastructure Support		$ -
7.1.2	Application Programmer		$ -
7.1.3	Product Administration / Business Analyst		$ -
7.1.4	Testing and Quality Assurance		$ -
7.1.5	Project Manager		$ -
7.1.6	Trainer		$ -
7.1.7	Interface Developer		$ -
7.1.8	Software Developer		$ -

Table 7.2 - Other personnel not listed above

	STAFF CLASSIFICATION (JOB TITLE)	RESOURCE DESCRIPTION	FIRM FIXED HOURLY LABOR RATE
7.2.1	[list as necessary]		$ -
7.2.2			$ -
7.2.3			$ -

Section 8 - Incremental/Reduced Pricing

Table 8

CONCURRENT USER TIERS		MONTHLY INCREMENTAL/REDUCED FEES:		
		FOR ONGOING MAINTENANCE AND OPERATIONS SERVICES	FOR HOSTING SERVICES	TOTAL MONTHLY INCREMENTAL FEES
8.01	20-40% Below Number of Concurrent Users	$ -	$ -	$ -
8.02	10-20% Below Number of Concurrent Users	$ -	$ -	$ -
8.03	10-20% Above Number of Concurrent Users	$ -	$ -	$ -
8.04	20-40% Above Number of Concurrent Users	$ -	$ -	$ -
8.05	40-60% Above Number of Concurrent Users	$ -	$ -	$ -
8.06	60-80% Above Number of Concurrent Users	$ -	$ -	$ -
8.07	80-100% Above Number of Concurrent Users	$ -	$ -	$ -
8.08	More than 100% Above Number of Concurrent Users	$ -	$ -	$ -

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX N (MINIMUM MANDATORY REQUIREMENTS)

#CADSS2019

REQUISITE EXPERIENCE

In order for a Proposal to pass Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements) and be considered for the remaining phase of the evaluation process, Proposers shall submit a completed, signed version of this Appendix N (Minimum Mandatory Requirements) as its Minimum Mandatory Requirements Proposal and submit pertinent documentation and/or written responses as part of its Minimum Mandatory Requirements Proposal in support of each Minimum Mandatory Requirement (as Attachments). Therefore, Proposer's Minimum Mandatory Requirements Proposal will consist entirely and solely of its completed, signed version of this Appendix N (Minimum Mandatory Requirements), all applicable documentation and/or written responses in support of the Minimum Mandatory Requirements, Appendix N.RF (Minimum Mandatory Requirement 1.6 Response Form), and the completed, signed version of Appendix N-1 (Minimum Mandatory Requirements Proposal Checklist). Failure to meet any of the Minimum Mandatory Requirements shall result in a rejection of a Proposal.

Please submit the pertinent documentation and/or written responses in support of each applicable Minimum Mandatory Requirement as separate Attachments to this Appendix N (Minimum Mandatory Requirements) with a specific reference to the Minimum Mandatory Requirement section number pursuant to which such documentation and/or written response is provided.

Proposer must submit copies of the Proposal as specified in Section 4.3.2 (Formatting) of the RFP, within the timeframe provided in Section 1.3 (Schedule of Events) of the RFP.

1. PROPOSER QUALIFICATIONS

The Minimum Mandatory Requirements, as detailed in this Section 1 (Proposer Qualifications), are:

- The Cost Accounting and Decision Support System (CADS System) must provide the Core Comprehensive functionality defined by County as detailed in Section 1.1 (The CADS System Must Provide the Core Comprehensive Functionality Defined by County).
- The CADS System must allow for direct integration of multiple distinct data sources into a single integrated database for the purpose of analysis of costs at the procedure, patient, provider and location level as detailed in Section 1.2 (The CADS System Must Allow For Direct Integration of Multiple Distinct Data Sources Into a Single Integrated Database).
- The CADS System must support multiple-facility use with the ability to perform cost information data analytics (stratify, aggregate, filter, etc.) from the Encounter Level to the Organization Level and all levels and categories in between as detailed in Section 1.3 (The CADS System Must Support Multiple-Facility Use With the Ability to Perform Cost Information Data Analytics).
- The Proposer must support an existing install base of at least two (2) health systems as detailed in Section 1.4 (Implementation Track Record).
- The Proposer must provide hosting (including cloud) services for two (2) customers as detailed in Section 1.5 (Hosting Track Record).
- The Proposer can utilize the County's available data elements and sources to implement the CADS System to support the County's Business Objectives.
- The Proposer must not have unresolved questioned costs identified by the County of Los Angeles Auditor-Controller in an amount over $100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.1. The CADS System Must Provide the Core Comprehensive Functionality Defined by County

The Proposer must provide documentation and/or written responses that verify that the proposed CADS System Licensed Software provides Core Comprehensive Functionality.

The Core Comprehensive Functionality must be provided within the CADS System (without modification to the source code or other 3rd party intervention). The Core Comprehensive Functionality includes the following:

1.1.1. Procedure Level Cost Accounting

The County defines Procedure Level Cost Accounting as managing/accounting for the costs per procedure across all facilities, providers and patients. This includes the following:

- **Direct Costs** – include the directly associated costs of personnel and supplies required to perform a specific procedure. For example, the costs of the surgeon and procedure specific staff, along with the supplies, medical devices, implants, organ procurement and pharmacy required for this specific procedure.
- **Indirect Costs** – include, but not be limited to, the allocation of general support staff and related costs, insurance, taxes, floor space, facility and administrations.
- **Fixed Costs** – These costs – allocated to a procedure – include the cost related to buildings, equipment, salaried labor, and overhead and do not fluctuate over the short term.
- **Variable Costs** – Variable costs related to a procedure that fluctuate with the volume of care provided and include health care worker supplies, patient care supplies, diagnostic and therapeutic supplies, and medications, etc.

1.1.2. Proposer Response to Minimum Mandatory Requirement 1.1

#	Minimum Mandatory Requirement	Yes	No
#1.1	The CADS System contains the Core Comprehensive functionality defined by County and detailed above in Section 1.1 (The CADS System Must Provide the Core Comprehensive Functionality Defined by County) and Section 1.1.1 (Procedure Level Cost Accounting).	☐	☐
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #1.1.	☐	☐
Proposer Insert Support Information Here			

1.2. The CADS System Must Allow For Direct Integration of Multiple Distinct Data Sources Into a Single Integrated Database

The system must be able to aggregate data from the Electronic Health Record (EHR), General Ledger (GL) and Subsidiary ledgers (e.g., out of network claims, contracts, procurement, payroll, etc.) into a single database and normalize the data for the purpose of analysis of costs at the procedure, patient, provider and location level. "Integrated database" as understood by the County is a database where data from disparate sources is combined into meaningful and valuable information for purposes of understanding costs and conducting analytics for decision support.

1.2.1. Proposer Response to Minimum Mandatory Requirement 1.2

#	Minimum Mandatory Requirement	Yes	No
#1.2	The CADS System is able to integrate data from the EHR, GL and subsidiary ledgers (e.g., contracts, procurement, payroll, etc.) into a single integrated database and normalize the data for the purpose of analysis of costs at the procedure, patient, provider and location level.	☐	☐
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #1.2.	☐	☐
Proposer Insert Support Information Here			

1.3. The CADS System Must Support Multiple-Facility Use With the Ability to Perform Cost Information Data Analytics

The CADS System must be capable of being deployed across multiple Organizations (Acute Care Hospitals, Ambulatory Care Network, Jails, etc.) and geographically distributed facilities with distinct facility identifiers (tags/roll-up) and have the capability to roll up data to Facility and Organization levels.

The single integrated database (align with Section 1.2) must be able to be used as designed and built (without customization to code or 3rd party intervention) to perform data analytics cost information from the Encounter Level to the Organization Level and all levels and categories in between as illustrated in Figures 1 and 2. This must account for the following:

- patients can be seen at multiple facilities and receive treatment from different providers
- providers may work at multiple facilities
- Facilities roll up to Organizations

Figure 1. Example of Roll Up Capability to the Organization Level

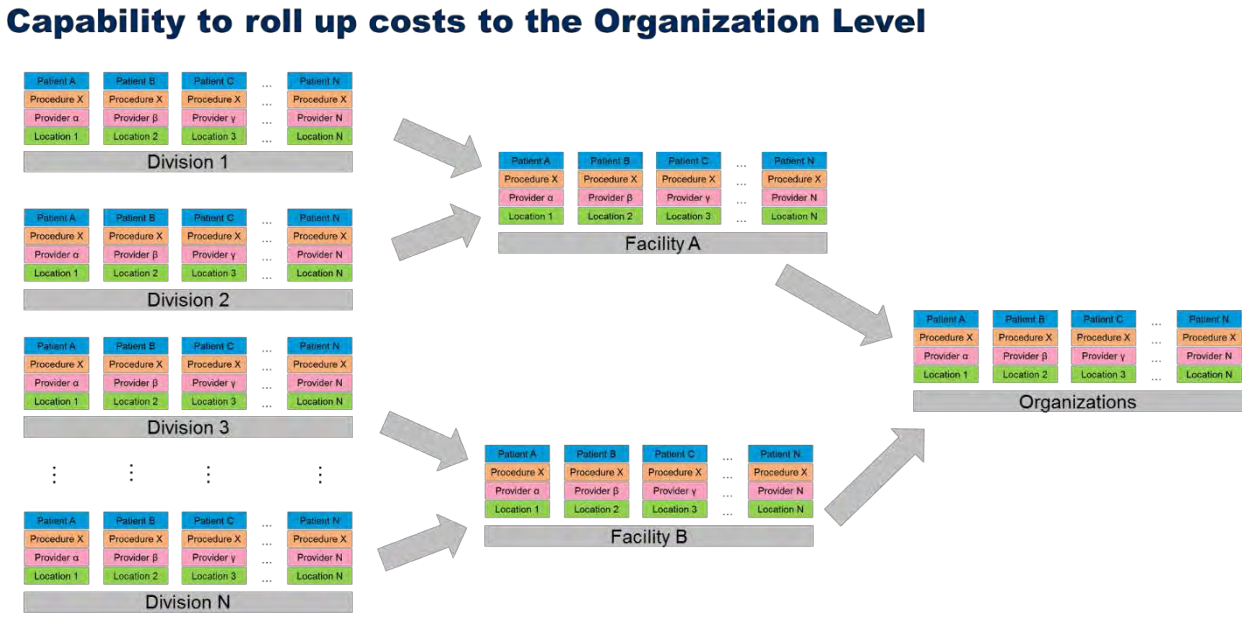
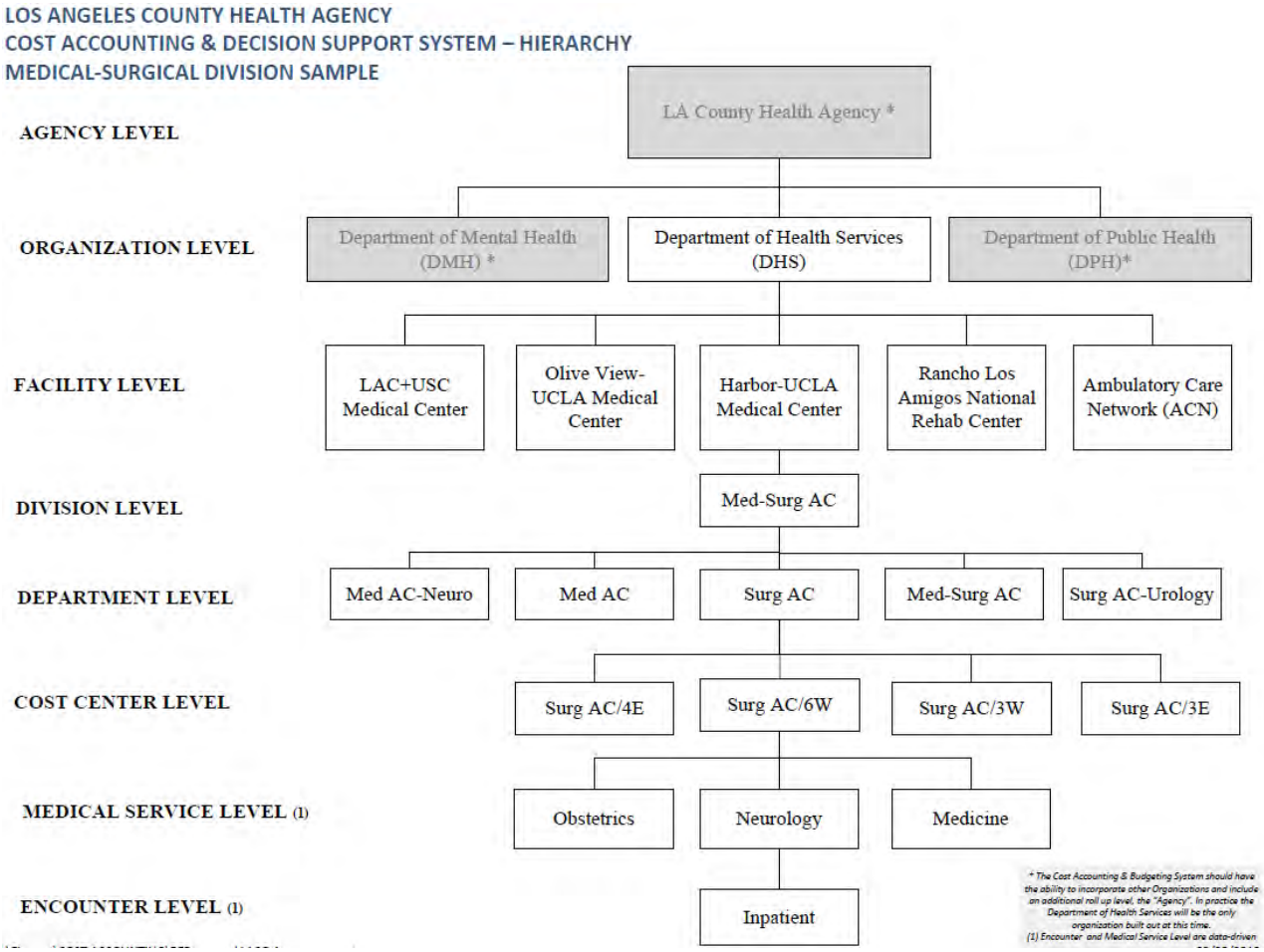


Figure 2. LA DHS Sample Organization Roll Up Hierarchy and Classifications



1.3.1. Proposer Response to Minimum Mandatory Requirement 1.3

#	Minimum Mandatory Requirement	Yes	No
#1.3	The CADS System supports multiple-facility use with the ability to perform cost information data analytics (stratify, aggregate, filter, etc.) from the Encounter Level to the Organization Level and all levels and categories in between, as described in Section 1.3 above	☐	☐
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #1.3.	☐	☐

Proposer Insert Support Information Here

1.4. Implementation Track Record

The Proposer must provide documentation and/or written responses that verify that Proposer has completed implementation of the proposed current version or the version immediately preceding the current version of the CADS System Licensed Software for at least two (2) health systems in the United States within the last two (2) years that meet the following requirements:

1. Inpatient settings with 2 or more acute care hospitals **or** a licensed patient bed count of at least 500
2. Outpatient settings with 5 or more clinic locations **or** a combined outpatient volume of at least 500,000 annual visits

To support its response, Proposer must provide two (2) case studies of CADS System Licensed Software implementations that verify that the Proposer has a successful implementation track record for health systems. Proposer must include the following in the response template below:

1. Customer name and location and contact information
2. # of acute care hospitals and number of licensed beds per facility
3. # of clinic locations and total annual visits
4. A description of the customer's business, size, and approximate user count
5. Version, description of the software, and date implemented

1.4.1. Proposer Response to Minimum Mandatory Requirement 1.4

#	Minimum Mandatory Requirement	Yes	No
#1.4	The Proposer has completed implementation of the proposed CADS System solution (or a version immediately preceding the proposed solution) for at least two (2) health systems in the United States within the last two (2) years as detailed in Section 1.4 above.	☐	☐
	The Proposer has provided two (2) case studies of CADS System software implementations that verify that the Proposer has a successful implementation track record for health systems as detailed in Section 1.4 above.	☐	☐
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #1.4.	☐	☐

Proposer Insert Support Information Here

1.4.2. Proposer Response to Minimum Mandatory Requirement 1.4

CADS System Implementations		
Case Study #1 1. Customer name and location and contact information 2. # of acute care hospitals and licensed bed count per facility 3. # of clinic locations and total annual visits 4. A description of the customer's business, size, and approximate user count 5. Version, description of the software, and date implemented		
Size and complexity	**Proposer Response**	
# of facilities	Yes ☐	No ☐
# of clinic locations	Yes ☐	No ☐
Case Study description		

1.4.3. Proposer Response to Minimum Mandatory Requirement 1.4

CADS System Implementations

Case Study #2

1. Customer name and location and contact information

2. # of acute care hospitals and licensed bed count per facility

3. # of clinic locations and total annual visits

4. A description of the customer's business, size, and approximate user count

5. Version, description of the software, and date implemented

Size and complexity	**Proposer Response**	
# of facilities	Yes ☐	No ☐
# of clinic locations	Yes ☐	No ☐

Case Study description

1.5. Hosting Track Record

The Proposer must provide documentation and/or written responses that verify that the proposed CADS System Licensed Software has a successful history of providing hosting (including cloud) services.

The Proposer must provide documentation and/or written responses that verify that the proposed current version or the version immediately preceding the current version of the CADS System Licensed Software has been in a vendor-hosted production environment for at least two (2) current customers in the U.S within the last five (5) years.

Proposer must provide two (2) case studies of similar CADS System licensed software implementations of the proposed current version or the version immediately preceding the current version of the CADS System

Licensed Software has been in a vendor-hosted production environment in the U.S within the last five (5) years. Proposer must include the following in the response template below.

1. Customer name and location
2. A description of the customer's business, size, and approximate user count
3. Description and version of hosted software
4. Description of hosting services
5. Year(s) that the hosting and support services have been performed

1.5.1. Proposer Response to Minimum Mandatory Requirement 1.5

#	Minimum Mandatory Requirement	Yes	No
#1.5	The Proposer provides hosting (including cloud) services for two (2) current customers as detailed in Section 1.5 above.	☐	☐
	The Proposer has provided two (2) case studies of CADS System hosting that verify that the Proposer has a successful hosting track record for two (2) current customers as detailed in Section 1.5 above.	☐	☐
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #1.5.	☐	☐
Proposer Insert Support Information Here			

1.5.2. Proposer Response to Minimum Mandatory Requirement 1.5

CADS System Hosting and Support
Case Study #1 1. Customer name and location 2. A description of the customer's business, size, and approximate user count 3. Description and version of hosted software 4. Description of hosting services 5. Year(s) that the hosting and support services have been performed
Case Study description

1.5.3. Proposer Response to Minimum Mandatory Requirement 1.5

CADS System Hosting and Support
Case Study #2 1. Customer name and location 2. A description of the customer's business, size, and approximate user count 3. Description of hosting services 4. Description and version of hosted software 5. Year(s) that the hosting and support services have been performed
Case Study description

1.6. Data Element Sources and Requirements

Important Los Angeles County Revenue Cycle Background and Issues

The County requires information on Proposer's approach as to the data element(s) necessary to link County costs to the specific patient services delivered by County and enable County to effectively utilize Proposer's CADS System

County has never utilized a cost accounting system. The County is an all-inclusive biller, which means, at a very high level, it bills a flat rate for either a patient day or visit based on rates according to the medical service the patient received as approved by the Board of Supervisors. The County receives two primary types of revenues: patient care and block grants. Currently in the County's general ledger the revenue (actual funds collected) is classified into broad categories (e.g. Inpatient or Outpatient) and does not record revenue and charges down to the revenue producing areas.

The nature and availability of all data element(s) necessary to link County costs to the specific patient services delivered by County is currently unknown to County. The County uses Cerner's Millennium software

(the County refers to the Cerner system as "ORCHID") for its EHR and most clinical care systems. The County also uses a highly customized version of Quadramed's Patient Accounting System - Affinity Revenue Cycle Only (RCO) system. RCO contains patient care revenue at the encounter level and charge detail at the procedure level that is not accessible through the general ledger.

In accordance with the County's billing model, and because the EHR implementation was focused on clinical elements, some aspects of charge and price related data capture, configuration, and or workflows may not have been implemented in the EHR. As an example, the professional fees element of charges is not fully implemented.

Looking at available data fields in the EHR provides some insight into potential data sources. However, which data element(s) must link to what for a cost accounting system to function as set forth in the Minimum Requirements is unknown and this uncertainty is further complicated because fields visible in the charge detail are not currently populated (see example below).

Performing Physician	Performing Location	Cost Center	Department	Posted By	Section	Activity Type	CPT-4	HCPCS	ICD Diagnoses	CDM Number	Service Date and Time	Interfaced Date and	Status	Description
						OT Tx/Procedures					Tuesday, November 27, 2018 14:00	11/29/2018 23:59	Interfaced	Occupational T
				E606806		OT Tx/Procedures	97166		S06.9X0A	54039611	Tuesday, November 27, 2018 14:00	11/29/2018 23:59	Interfaced	Occupationa
						OT Tx/Procedures					Wednesday, February 06, 2019 08:00	2/11/2019 23:59	Interfaced	Occupational T
				C158052		OT Tx/Procedures	97150			54016923	Wednesday, February 06, 2019 08:00	2/11/2019 23:59	Interfaced	Functional A
				C158052		OT Tx/Procedures	98962			54017442	Wednesday, February 06, 2019 08:00	2/11/2019 23:59	Interfaced	Education lo
						OT Tx/Procedures					Monday, February 11, 2019 08:00	2/12/2019 23:59	Interfaced	Occupational T
				E606806		OT Tx/Procedures	98962			54017442	Monday, February 11, 2019 08:00	2/12/2019 23:59	Interfaced	Education lo
						OT Tx/Procedures					Wednesday, February 13, 2019 08:00	2/13/2019 23:59	Interfaced	Occupational T
				E606806		OT Tx/Procedures	98962			54017442	Wednesday, February 13, 2019 08:00	2/13/2019 23:59	Interfaced	Education lo
						OT Tx/Procedures					Wednesday, February 20, 2019 08:00	2/22/2019 23:59	Interfaced	Occupational T
				E606806		OT Tx/Procedures	97150			54016923	Wednesday, February 20, 2019 08:00	2/22/2019 23:59	Interfaced	Functional A
						OT Tx/Procedures					Monday, February 25, 2019 08:00	2/26/2019 23:59	Interfaced	Occupational T

The County's Charge Description Master (CDM) in ORCHID and Affinity RCO currently contains the most updated charge codes, but it may not contain all the necessary fields required to implement Proposer's CADS System in accordance with the County's Business Objectives.

As part of the Minimum Requirements, the Proposer must demonstrate to County its ability to expertly guide the County to identify the data elements required for the Proposer to provide the Core Comprehensive functionalities defined by County for Procedure Level Cost Accounting as detailed in Section 1.1 of the Minimum Mandatory Requirements, specifically Procedure Level Cost Accounting; and for its system to provide the capabilities described in the Business Objectives.

The County needs to know that Proposers that meet its Minimum Requirements do have the expertise to advise on the existence and solutions to these issues described in this Section "Important Los Angeles County Revenue Cycle Background and Issues" before it proceeds further with this procurement. Accordingly, Proposer's are required to complete this Minimum Mandatory Requirement 1.6 (Data Element Sources and Requirements).

Part 1

Based on the information provided in this Section 1.6 (Data Element Sources and Requirements) and this RFP, please complete Appendix N.RF (Minimum Mandatory Requirement 1.6 Response Form) and identify:

1. In Column B: The data elements (e.g., Performing Physician, Performing Location, Cost Center, etc.) that are required by Proposer for the purposes described below:
    a. In Column C: Answer "Yes" or "No" to whether the data element is required to enable Proposer's CADS System to link County costs to the specific patient services delivered by County;

b. In Column D: Answer "Yes" or "No" to whether the data element is required for Proposer's CADS System to provide the Core Comprehensive functionality defined by County for Procedure Level Cost Accounting as detailed in Section 1.1.1 (Procedure Level Cost Accounting) of the Minimum Mandatory Requirements; and

c. In Column E: Answer "Yes" or "No" to whether the data element is required for Proposer's CADS System to provide the capabilities described in the Business Objectives as described in Exhibit H (Business Objectives) of Appendix J (Required Agreement);

2. In Column F, for each data element identified in subparts 1(a), (b) and (c) above, please identify the most common source or sources of such data that other health care customers use to provide the data elements to your CADS System based on your experience implementing the system with other health care customers;

3. In Column G, for each data element identified in subparts 1(a), (b) and (c) above, answer "Yes" or "No" to whether the existing County data sources described in Appendix D (Overview of LA DHS Technology Infrastructure and Unique Data Source Issues) are sufficient to supply the needed data element; and

4. In Column H, as to any data element Proposer responds "No" to in subpart 3, provide your recommendation as to how County can best provide or the Proposer can extract such data element.

Completion of all elements of Attachment 1 to Appendix N (Minimum Mandatory Requirements) is Part 1 of compliance with this Minimum Mandatory Requirement 1.6. The above text is to provide additional guidance as to the meaning of each column identified in the table. No separate response, other than completion of Attachment 1 to Appendix N (Minimum Mandatory Requirements), is required or permitted with regard to your response to Part 1 of this Minimum Requirement 1.6.

1.6.1. Proposer Response to Minimum Mandatory Requirement 1.6

#	Minimum Mandatory Requirement	Yes	No
#1.6	The Proposer completed in full Attachment 1 to Appendix N (Minimum Mandatory Requirements) in accordance with the requirements of this Section 1.6 (Data Elements Sources and Requirements).	☐	☐

Part 2

Part 2 of this Minimum Requirement 1.6 is applicable only to the subset of those Proposers who meet each of Minimum Requirements 1.1, 1.2, 1.3, 1.4, 1.5 and 1.7, and complete Part 1 of this Minimum Requirement 1.6, and involves an Oral Presentation and Discussion of Proposer's response to Part 1 of this Minimum Requirement 1.6. The Proposer responses to this Minimum Requirement 1.6 are central to the County's assessment of whether this procurement and your CADS System will enable the County to achieve its Business Objectives and meet its Business Requirements as to the Proposed CADS System. As a result of the importance of this Minimum Requirement 1.6, each Proposer that meets all other Minimum Requirements, including Part 1 of this Minimum Requirement 1.6, will be invited to present on and discuss its response to Part 1 of this Minimum Requirement 1.6 with the County.

The Oral Presentation and Discussion will be no more than 90 minutes and will have two distinct segments: (1) Proposer Presentation on its response (not to exceed 30 minutes), and (2) Proposer Responses to County Questions Regarding Proposers RFP Response to Part 1 of this Minimum Requirement 1.6. The Proposer Presentation segment must address this Minimum Requirement 1.6 only – it is not to be used by the Proposer to amend its written Proposal. Notwithstanding the foregoing, Proposer's are requested to advance the County's understanding of their specific responses to Part 1 of this Minimum Requirement 1.6; and to particularly address any County gaps as to needed data elements that Proposer has identified.

County requires that Proposer's experienced, technical/implementation subject matter experts, rather than Proposer's sales or marketing personnel, will be presenting the Proposer Presentation and participating in the discussion. It is expected that any subject matter expert that the Proposer may require to answer a question will be available or that their input has already been obtained by Proposer before the oral presentation and discussion. Proposers will not be given additional time to provide answers to questions after Proposer's scheduled Oral Presentation and Discussion time. Please inform the County in advance of the role/position of each of Proposer's personnel that will be present and those that will be presenting.
There **will not** be an opportunity for Proposers to ask County questions as part of the oral presentations and discussion except as directly related to a question posed by County.

The oral presentations will be in-person only; Proposer's personnel will not be permitted to participate remotely.

1.7. Disallowed Costs

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

#	Minimum Mandatory Requirement	Yes	No
#1.7	The Proposer certifies that they do not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐

The undersigned below represents and warrants that he/she is authorized to make representations for Proposer, that the representations are true and correct, and that he/she is authorized to sign for and on behalf of Proposer. Proposals signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature.

Proposer's Company Name: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

_____

_____

E-mail: _____

Telephone: _____

Fax: _____

			MINIMUM MANDATORY REQUIREMENT 1.6 (DATA ELEMENT SO	
#	Identify Data Element (e.g., Performing Physician, Performing Location, Cost Center, etc.)	1.6.1 (a) Data Element Required to Link Costs to Patient Services? [Yes/No]	1.6.1 (b) Data Element Required to Comply with Minimum Mandatory Requirement 1.1.1 (Procedure Level Cost Accounting)? [Yes/No]	1.6.1 (c) Data Element Required to Provide the Capabilities Described in the Business Objectives [Yes/No]
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Please add more rows as needed

URCES AND REQUIREMENTS), PART 1		
1.6.2 Common Sources for the Data Element	**1.6.3 Can County Existing Systems Supply the Data Element [Yes/No]**	**1.6.4 Proposer's Recommendations if County Existing Systems Cannot Supply the Required Data Element**
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COST ACCOUNTING AND DECISION SUPPORT SYSTEM

AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX N.1 (MINIMUM MANDATORY REQUIREMENTS PROPOSAL CHECKLIST)

#CADSS2019

MINIMUM MANDATORY REQUIREMENTS PROPOSAL CHECKLIST

Proposer must affirmatively confirm that it has completed and submitted each of the required documents identified in the RFP Requirements Proposal Response Form by completing and signing the checklist below. Proposer should also be certain to sign any individual document that requires a signature.

Required Documents	Yes	No
Appendix B (Confidentiality Agreement)	☐	☐
Appendix N (Minimum Mandatory Requirements Proposal)	☐	☐
Appendix N.RF (Minimum Mandatory Requirement 1.6 Part 1 Response Form (Data Element Sources and Requirements))	☐	☐

Proposer's Company Name: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

_____

_____

E-mail: _____

Telephone: _____

Fax: _____

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND RELATED SERVICES

REQUEST FOR PROPOSALS

APPENDIX O.1 (DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST)

#CADSS2019

DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST

Proposer must affirmatively confirm that it has completed and submitted each of the required documents identified in the RFP Requirements Proposal Response Form by completing and signing the checklist below. Proposer should also be certain to sign any individual document that requires a signature.

Required Documents	Yes	No
Cover Page	☐	☐
Table of Contents	☐	☐
Appendix A (Transmittal Letter)	☐	☐
Appendix E.1 (Functional Requirements Yes No)	☐	☐
Appendix E.2 (Functional Requirements Descriptive Response)	☐	☐
Appendix F.1 (Technical Requirements Yes No)	☐	☐
Appendix F.2 (Technical Requirements Descriptive Response)	☐	☐
Appendix G (Implementation Requirements)	☐	☐
Appendix H (Vendor Experience and Capability to Deliver)	☐	☐
Appendix J (Required Agreement) responses to be provided in Appendix J.RF (Required Agreement Response Form)	☐	☐
Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) comments and revisions to be provided in Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form)	☐	☐
Exhibit A.2 (Support and Maintenance Statement of Work) comments and revisions to be provided in Exhibit A.2.RF (Support and Maintenance SOW Response Form)	☐	☐
Exhibit C (Fees; Contractor Professional Services Rates) responses to be provided in Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)	☐	☐
Exhibit E (Service Levels and Performance Standards) responses to be provided in Exhibit E.RF (Service Levels and Performance Standards Response Form)	☐	☐
Exhibit F (Business Associate and Qualified Service	☐	☐

Required Documents	Yes	No
Organization Agreement) responses to be provided in Exhibit F.RF (Business Associate Agreement Response Form)		
Exhibit G (Glossary) responses to be provided in Exhibit G.RF (Glossary Response Form)	☐	☐
Exhibit K (Information Security Requirements) responses to be provided in Exhibit K.RF (Information Security Requirements Response Form)	☐	☐
Exhibit M (Additional Hosting Services Terms and Conditions) responses to be provided in Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)	☐	☐
Exhibit U (Contractor Diligence and Information Security Questionnaire) responses to be provided in Exhibit U (Contractor Diligence and Information Security Questionnaire)	☐	☐
Appendix K (Required Forms)	☐	☐
Appendix M.RF (Pricing Response Form)	☐	☐

Proposer's Company Name: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

_____

_____

E-mail: _____

Telephone: _____

Fax: _____