CONTRACT NUMBER MA-017-23011433
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
CORNERSTONE ONDEMAND, INC.
FOR
INTEGRATED TALENT MANAGEMENT SYSTEM (ITMS)

This Contract **MA-017-23011433** for Integrated Talent Management System (ITMS) ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County") and Cornerstone OnDemand, Inc. a State of Delaware Corporation ("Contractor") with County and Contractor sometimes referred to individually as ("Party") or collectively as ("Parties").

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

Attachment C – Campaign Contribution Disclosure Form

Attachment D – ITMS Technical Requirements

Attachment E - ITMS Business Requirements Matrix

Attachment F - Contractor Application Performance and Service Level Guarantee

Attachment G - County of Orange Information Technology Security Provisions

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Integrated Talent Management System (ITMS) under a firm fixed fee Contract; and,

WHEREAS, Contractor agrees to provide Integrated Talent Management System (ITMS) to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows,

ARTICLES

GENERAL TERMS AND CONDITIONS:

A.   **GOVERNING LAW AND VENUE**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B.   **ENTIRE CONTRACT**: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are

valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. **AMENDMENTS**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **TAXES**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. **[INTENTIONALLY OMITTED:**

F. **ACCEPTANCE/PAYMENT**: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.

G. **WARRANTY**: Mutual Warranties. Each Party represents and warrants to the other Party that, as of the date hereof, its execution, delivery and/or performance of the Contract does not conflict with any agreement, understanding or document to which it is a party.

Contractor expressly represents and warrants that:

   (a) Contractor has and will continue to have the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and to grant all rights and licenses granted or required to be granted by it under this Contract;

   (b) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations under this Contract;

   (c) The Services covered by this Contract are and will remain free of liens or encumbrances; to the best of Contractor's knowledge, based on commercially reasonable standards, the Services covered by this Contract (including any materials (e.g., software, documentation, specifications) or any part thereof as modified through the Services provided hereunder) do not infringe upon or violate any intellectual property rights (including any patent, copyright, trademark, trade secret, or any other proprietary right) of any third party and there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

   (d) The ITMS is currently free of harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software) and Contractor will not introduce any harmful code during the Term or if introduced, such harmful code will be promptly eliminated by Contractor once Contractor becomes aware of such harmful code;

   (e) The ITMS will substantially and materially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings prescribed in

Attachment A, Scope of Work and all availability requirements prescribed in Attachment F, Contractor Application Performance and Service Level Guarantee), except that the County has the sole and exclusive remedy to terminate this Contract without penalty should the ITMS not conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings prescribed in Attachment A, Scope of Work and all availability requirements prescribed in Attachment F, Contractor Application Performance and Service Level Guarantee);

(f) Contractor will not knowingly use the services of any ineligible person or subcontractor for any purpose in the performance of the Services under this Contract;

All representations and warranties shall inure to County, its successors, assigns, customer agencies, and governmental users of the Services. To the extent permitted by applicable law, contractor disclaims all other warranties, express or implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice

H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. **ASSIGNMENT**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **NON-DISCRIMINATION**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **TERMINATION**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, each Party has the right to immediately terminate this Contract without penalty for cause if such cause has not been cured after thirty (30) calendar days' written notice. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. The Parties may mutually terminate this Contract by written agreement at any time.

L. **CONSENT TO BREACH NOT WAIVER**: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **INDEPENDENT CONTRACTOR**: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under

Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N.   **PERFORMANCE WARRANTY**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O.   **INSURANCE PROVISION:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate

Automobile Liability including coverage for non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy*	
Liability	$10,000,000 per claims-made
Technology Errors & Omissions*	$3,000,000 per claims-made
	$3,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

2. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability is/are "Claims-Made" policy(ies), Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

Insurance certificates should state:

> County of Orange
> County Procurement Office
> Attn: Insurance
> 400 West Civic Center Drive, 5th Floor
> Santa Ana, CA 92701

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

P. **CHANGES**: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **CHANGE OF OWNERSHIP**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

R.   **FORCE MAJEURE**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S.   **CONFIDENTIALITY**: Each Party agrees to maintain the confidentiality of the other Party's confidential information, in particular Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T.   **COMPLIANCE WITH LAWS**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations to which Contractor is subject (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U.   **[INTENTIONALLY OMITTED]**

V.   **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W.   **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X.   **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any

extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

Y.   **EMPLOYEE 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 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z.   **INDEMNIFICATION:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA.   **AUDITS/INSPECTIONS**: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

BB.   **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC.   **EXPENDITURE LIMIT:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1.   **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure Integrated Talent Management System (ITMS) from Contractor as further

detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.

2. **TERM OF CONTRACT:** This Contract shall commence effective July 1, 2023, and continue for Three (3) calendar years from that date through and including June 30, 2026, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.

3. **RENEWAL:** This Contract may be renewed by mutual written agreement of both Parties for Two (2) additional one (1) year term(s). The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors

4. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **AUTHORIZATION WARRANTY**: The Contractor represents and warrants that the person executing this Contract on behalf of and 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

6. **BREACH OF CONTRACT:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a) Terminate the Contract immediately, pursuant to Section K herein;

    b) Afford the Contractor written notice of the breach and thirty calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

7. **CAL-OSHA VEHICLE REGULATION:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

8. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **CONFLICT OF INTEREST–CONTRACTOR'S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. **CONFLICT OF INTEREST– COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The

Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.

12. **CONTRACTOR'S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles.

13. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. **DATA – TITLE TO:** Except as otherwise covered with respect to Statistical Data under Section 50.c below, all materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County.

15. **DEBARMENT**: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

16. **[INTENTIONALLY OMITTED]**

17. **DISPUTES – CONTRACT:**

   a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

      1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

      2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

   b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. The County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

25. **DRUG-FREE WORKPLACE:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

   b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. The organization's policy of maintaining a drug-free workplace;

      iii. Any available counseling, rehabilitation and employee assistance programs; and

      iv. Penalties that may be imposed upon employees for drug abuse violations.

   c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

      i. Will receive a copy of the company's drug-free policy statement; and

      ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

   Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

   a. The Contractor has made false certification, or

   b. The Contractor violates the certification by failing to carry out the requirements as noted above.

26. **EQUAL EMPLOYMENT OPPORTUNITY**: Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

   Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and

Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

27. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. **NEWS/INFORMATION RELEASE:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.

29. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Cornerstone OnDemand, Inc.
	Attn: Kenytta Canady-Joseph
	1601 Cloverfield Blvd, Suite 600 South
	Santa Monica, CA 90404
	Phone: 770-733-0671
	Email: Kcanadyjoseph@csod.com
With a copy to:	Cornerstone OnDemand, Inc.
	Attn: General Counsel
	1601 Cloverfield Blvd, Suite 600 South
	Santa Monica, CA 90404
	Email: legalnotices@csod.com
For County:	County of Orange
	Human Resource Services
	Attn: Jamie Crews
	400 West Civic Center Drive, 2nd Floor
	Santa Ana, CA 92701
	Phone: 714-834-7055
	Email: Jamie.Crews@ocgov.com
	County of Orange
	County Procurement Office

Attn: Robert Esparza, Deputy Purchasing Agent
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Phone: 714-567-5153
Email: Robert.Esparza@ocgov.com

30. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.

31. **OWNERSHIP OF DOCUMENTS:** All documents, reports and other incidental or derivative work or materials created by the County through its use of the ITMS shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of such documents, reports and other incidental or derivative work or materials created by the County through its use of the ITMS shall be used by the Contractor without the express written consent of the County.

32. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

33. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    With respect to any services being provided specifically to the County under a statement of work or other scoped project, the County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

    With respect to any services being provided specifically to the County under a statement of work or other scoped project, the Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project timelines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

35. **SUB-CONTRACTING:** With respect to any services being provided specifically to the County under a statement of work or other scoped project, no performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any

attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange**.**

36. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval**.**

37. **TERMINATION ORDERLY:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Immediately following termination of this Contract, the County shall cease using all of Contractor's Products except to the extent that Contractor's Products, licenses or services have been purchased for a remaining amount of time and the County elects to continue use of them for the remaining term for which they were purchased, or as otherwise allowed by this Contract. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

38. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

39. **USAGE REPORTS:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

40. **DATA LOCATION:** Except where Contractor obtains County's prior written consent, the physical location of Contractor's data center where County Data is stored shall be within the continental United States.

41. **TRANS-BORDER DATA FLOWS:** Contractor shall not transfer any County Data across a country border unless Contractor obtains County's express prior written consent. Contractor's employees located in India and Israel may perform technical projects related to the Services, but Contractor (which includes Contractor employees and subcontractors) may not access County Confidential Information and/or County Data and Records unless Contractor obtains County's express prior written consent.

42. **NOTICE OF CLAIMS:** Contractor shall give County prompt notice in writing of any legal action or suit filed related in any way to this Contract or which may negatively and adversely affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

43. **NO THIRD-PARTY BENEFICIARIES:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

44. **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including

commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services. Contractor has permission to list County as a client in investor-related communications.

45. **PUBLICATION***:* Subject to Section "Suggestions" in the Software-as-a-Service Terms, no copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, or from the use of County Data, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the Services under this Contract. All press releases, including but not limited to, graphic display information to be published in newspapers and magazines, are to be administered only by County unless otherwise agreed to by both Parties.

46. **SOFTWARE-AS-A-SERVICE TERMS:**

    a. **EXTRACTION OF COUNTY DATA**. During the term of this Contract, County shall be able to extract County Data itself without cost at any time. The Contractor shall provide reasonable resources and support to facilitate the extraction of County Data, especially in cases where the volume of data is large. Such resources and support shall include, but not be limited to, providing County with access to appropriate data extraction tools, technical assistance with the use of such tools, and consultation regarding best practices for efficient and effective data extraction. The Contractor shall use its best efforts to ensure that County's data extraction needs are met in a timely and satisfactory manner, subject to reasonable limitations based on the scope and complexity of the requested extraction. The Contractor may charge County for any additional resources or support required beyond what is deemed reasonable and necessary to facilitate County's data extraction efforts.

    b. **SUPPORT**. During the term of this Agreement, the Contractor shall provide reasonable support services to County in connection with the use of the ITMS as stated in the applicable Order. The Contractor shall use reasonable efforts to resolve any issues or errors that arise in the ITMS that affect County's use of the software. The Contractor shall provide reasonable assistance to no fewer than five named administrators in configuring and using the ITMS to meet the County's business requirements and shall use reasonable efforts to provide County administrators with adequate training and support to enable effective use of the ITMS. County agrees to promptly provide Contractor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Contractor, in order for Contractor to comply with its support obligations hereunder. In no event shall Contractor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Contractor or on Contractor's behalf. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed County Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Contractor may disable the implicated County Content and/or deny access to County's portal only if and for so long as necessary to remedy the issue.

    c. **STATISTICAL DATA**. Without limiting the confidentiality rights and intellectual property rights protections set forth in this Contract, Contractor has the right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Contractor from utilizing the Statistical Data for business and/or operating purposes, provided that Contractor does not share with any third party Statistical Data which reveals the identity of County, County's users, or County's Confidential Information.

d. **SUGGESTIONS**. Contractor shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by County or its users relating to the general operation of the Products.

e. **RESPONSIBILITY FOR THIRD-PARTY OFFERINGS**. The Software may contain features capable of interoperating with third-party applications. To use such features, County may be required to obtain access to such applications from a third-party provider. Contractor shall not be responsible for County's access to, or operation of, third-party applications not offered or sold by Contractor to County.

f. **EXPORT CONTROLS**. County understands that use of the Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

g. **DEFINITIONS**:
   i. "Active User" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. County determines who is an Active User, subject to the maximum number(s) of Active Users set forth in the respective Order(s).
   ii. "County Content" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by County.
   iii. "County Data" means proprietary or personal data regarding the County or any of its users which is uploaded to the Products pursuant to this Contract, and shall include the items set forth in paragraph 14, "Data – Title To."
   iv. "Confidential Information" means any non-public information of Contractor or County (including County Data) disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Contract or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
   v. "Implementation" means implementation, deployment, and/or training relating to the Software.
   vi. "Order" means a Product purchase in a schedule, statement of work, addendum, or amendment signed by both parties.
   vii. "Products" means any and all Services, work product resulting from Services, and Software.
   viii. "Service" means, in addition to the definition in Paragraph 1, "Scope of Contract", any service rendered by Contractor specifically to County, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by County; and/or (vi) any consulting service.

ix. "Software" shall mean the Contractor's ITMS and (i) any and all of Contractor's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Contractor at the request of a County; and (ii) application functionality provided by Contractor-contracted third parties.

h. <u>Rights to Access and Use Services.</u> Subject to the terms and condition of this Contract, and solely for the Term, Contractor grants County a non-transferable, non-sublicensable and non-exclusive limited license and right to use and access all Services and other functionalities or services provided and paid for, as provided for, furnished or accessible under this Contract and as further described herein. The County is authorized to access County Data and any Contractor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to County Data. This shall include the right of the County to, and access to, all ITMS maintenance and warranty updates for the purchased Products, upgrades, patches, fixes and support as stated in the applicable Order. Subject to an agreed limitation on the number of users and in accordance with system requirements provided by Contractor, the County may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the County or other authorized users.

i. <u>Use Restrictions</u>. The Software and Services may be used only for the County's and its users' own lawful business purposes. The County shall not: (a) use or deploy the Software in violation of applicable laws or this Agreement; (b) store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes a security risk or a violation of any party's privacy, intellectual property or other rights; (c) upload any Protected Health Information subject to the Health Insurance Portability and Accountability Act ("HIPAA") to the Software; (d) resell any Software or Service except as expressly permitted by Contractor; (e) create any derivative works based upon the Software; (f) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (g) upload any data not required to use the Software as generally intended; (h) make any Software or Service available to any unauthorized parties; (i) perform penetration or similar tests on the Software or Service; or (j) subject to California Public Records Act, publicly release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials. The County will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. The County will ensure that it has obtained all necessary consents and approvals for Contractor to access County Data for the purposes permitted under this Agreement. If the County is in breach of this paragraph, Contractor may suspend Services if and to the extent necessary to mitigate or avoid imminent damage, in addition to any other rights and remedies Contractor may have under this Contract, or at law or equity.

j. <u>Intellectual Property</u>. As between the parties, Contractor and its Affiliates will and do retain all proprietary and intellectual property rights, title and interest in and to the Software and Services. The Country retains all proprietary and Intellectual Property Rights, title and interest in and to County Data and County Content.

47. **PREPARATION FOR SUCCESSOR TO THIS CONTRACT***:* At any time or times during the term, at the written request of County, Contractor shall provide County with any information (except trade secrets and related methodologies) that County is entitled to receive under this Contract that County desires to use in preparing a request for proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Contract. Such requested information may include, but shall not be limited to, current and projected transactional or other relevant volumes, resource utilization and performance statistics and trends, forms utilization, and such other information, statistics, and materials related to the provision of the Services described in Attachment A, Scope of Work.

48. **TRANSITION PERIOD**: For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor must provide all reasonable transition assistance requested by County to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to County or its designees ("Transition Period"). Contractor shall continue to make the Services available to County at the same rates set forth in Attachment B, Compensation & Pricing, and the Transition Period may be modified in Attachment A, Scope of Work by written amendment of both parties, or as agreed upon in writing by the Parties in a contract amendment.

    County may be entitled to seek damages or losses it incurs as a result of Contractor's failure to comply with this paragraph. Unless otherwise stated in Attachment A, Scope of Work, Contractor shall permanently destroy or render inaccessible any portion of the County Data in Contractor's possession or control following the expiration of all obligations in this paragraph but only after County Data has been returned in the agreed-upon format; however, should the County notify Contractor that the County Data is not usable, readable, and accessible by County within thirty (30) calendar days after Contractor has returned the County Data, Contractor shall not permanently destroy or render inaccessible the County Data while the Parties attempt to resolve the issue in good faith. Within thirty (30) calendar days of receipt of written request, Contractor shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County, at its option, may purchase additional transition Services as agreed upon in the Scope of Work.

49. **DISCOVERY**: Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data or County's use of Contractor's services. Contractor shall notify County by the fastest means available (phone, email, fax or mail) and also in writing, with additional notification provided to the County's Project Manager or designee, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying County, unless prohibited by law from providing such notification. Contractor agrees to make all commercially reasonable efforts to provide its intended responses to County with adequate time for County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction, but in no event less than five (5) business days prior to releasing its intended responses. Contractor shall not respond to legal requests directed at County unless authorized in writing to do so by County.

50. **SERVICE LEVEL COMMITMENT**: Except as otherwise specified in this Contract, from and after Go-Live of the module(s) purchased by County, Contractor shall provide the Services at levels that are equal to or better than the Service Level Requirements ("SLR") applicable to such Services. Contractor shall be responsible for meeting or exceeding the applicable SLRs even where doing so is dependent on the provision of Services by subcontractors or other non-Contractor personnel. The Service Level methodology applicable to the SLRs is set forth in Attachment F, Contractor Application Performance and Service Level Guarantee. Any resources utilized by the Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related SLRs.

    The Contractor shall measure and compare the actual or observed performance resulting from Contractor's performance of the Services with the SLRs during each month.

51. **SERVICE LEVEL FEE REDUCTIONS**: Shall be as set forth in Attachment F, Contractor Application Performance and Service Level Guarantee.

52. **SERVICE LEVEL AGREEMENT**: In the event of any Defect in connection with the ITMS, Contractor shall correct such Defect in accordance with the required times and other terms and conditions set forth in Attachment F, Contractor Application Performance and Service Level Guarantee. Failure to promptly remedy any such Defect may result in County exercising its options for assessing damages as set forth in Attachment F.

53. **ANTI-MALWARE PROTECTIONS:** Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems. Contractor servers and network equipment hosted at the data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.

Contractor shall use industry best practices regularly to identify, screen, and prevent any disabling device in resources utilized by Contractor in connection with the provision or receipt of the Services and shall not itself knowingly or intentionally install (and shall prevent its subcontractors from knowingly and intentionally installing) any Disabling Device in resources utilized by Contractor, County, or any subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is a computer virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would purposely and inappropriately erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, and any device that may be used as a host to access County Data or launch attacks on the Services. Contractor shall assist County in reducing and mitigating the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if such Disabling Device is causing a loss of operating efficiency or data.

54. **REDUNDANT HOSTING AND BACKUP REQUIREMENT:** Contractor shall operate at least one secondary system at a location in the continental United States that is geographically remote from the primary system on which Contractor hosts the ITMS. Contractor shall maintain near real-time replication between the primary and secondary systems, which will enable Contractor to provide the ITMS during any outage or failure of the primary system. In doing so, Contractor shall make commercially reasonable efforts to ensure: (a) all County Data is backed up at each data center on a rotating schedule of incremental and full backups; (b) any backups are cloned over secure links to a secure archive; and (c) any backups are not transported off site and are securely destroyed when retired. Further, at a minimum, Contractor shall perform (i) incremental daily back-ups, (ii) weekly full backups, and (iii) such additional back-ups and other measures Contractor may determine to be necessary to maintain such reasonable safeguards.

55. **SECURITY MANAGEMENT SERVICES:** Contractor shall provide appropriate and comprehensive security Services, that meet County's security requirements identified in Attachment D, ITMS Technical Requirements, using industry best practices and methods, and commercially available technology, to at all times ensure the security and integrity of the ITMS and County Data, and to protect against unauthorized access to, use of, or intrusion into, the systems and unauthorized disclosure of the County Data. Without limiting anything set forth in the Scope of Work, such services shall include operating ITMS under a best practices-based security plan that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances to which County and Contractor are subject relating to security, privacy, or confidentiality, ensuring compliance with County security policies and procedures provided and made available to Contractor in this Contract, performing all necessary and appropriate security-related audits and reports, and, to the extent practically possible and upon request, promptly providing the County with a full and complete copy of each such report.

56. **CONTRACT COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party's authorized signatory or signatories.

57. **OPTIONAL SERVICES AND ADDITIONAL LICENSES:** County may at any time request Contractor to perform the Optional Services and/or purchase the additional licenses described in Attachment B, Compensation & Pricing, pursuant to the process outlined in this paragraph. County's Project Manager shall submit a written request to Contractor's Project Manager that specifies the desired

services to the same degree of specificity as in the original Scope of Work and/or the number of licenses requested to be purchased. Contractor shall, not more than thirty (30) business days (or other mutually agreed upon period) after receiving the written request, notify County whether or not the requested services and/or additional licenses are possible and, if possible, any associated impact to cost and/or schedule and, if so, provide a firm proposal that specifies the associated impact to the cost and/or schedule of the original Scope of Work. All professional services shall be at the hourly rate set forth in Attachment B, Compensation and Pricing. All additional licenses shall be at the pricing set forth in Attachment B, Compensation and Pricing. If Contractor notifies County that the Services are not possible, Contractor and County shall mutually agree upon an alternative scope of work or decide that the additional services are no longer requested. Contractor will continue performing the Services in accordance with the current Attachment A, Scope of Work, until both Parties otherwise agree to the requested services and/or additional licenses in an amendment. If County accepts Contractor's proposal, Contractor shall provide the requested services and/or additional licenses for the cost stated in the proposal and subject to the terms and conditions of this Contract pursuant to an amendment. County's Deputy Purchasing Agent shall have the authority of County to execute any and all such amendments up to the maximum amount set forth in Table E of Attachment B, Compensation & Pricing.

58. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

63. **Limitation of Liability:** Neither Party shall be liable to the other for any remote or speculative damages arising out of this Contract. Each Party's total liability with respect to claims arising out of this Contract shall not exceed, in the aggregate, the total amount paid or payable by the County to Contractor under this Contract during the twelve (12) months immediately preceding the date the cause of action giving rise to the claim took place.

The limitations contained in this Paragraph 63 shall not apply to: (a) claims subject to or amounts payable by Contractor and County pursuant to each party's intellectual property indemnification obligations; (b) claims with respect to the County's, Contractor's or Contractor's subcontractors' breach of confidentiality and security obligations set forth in the Contract; (c) claims with respect to Contractor's or Contractor's subcontractors' breach of security obligations set forth in the Contract with respect to County Data; (d) claims with respect to County's, Contractor's or Contractor's subcontractors' infringement of the other party's or third party's intellectual property rights; (e) claims for losses arising out of the willful misconduct or gross negligence of Contractor's or Contractor's subcontractors'; (f) claims for Contractor's willful breach of this Contract; and (g) claims with respect to Contractor's or Contractor's subcontractors' indemnification obligations; provided, however, that claims under subsections 63(b), 63(c) and 63(g) shall be limited to two and one-half times (2.5x) the total fees paid or payable by the County to Contractor for the twelve-month period immediately preceding the date the cause of action arose.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

CORNERSTONE ONDEMAND, INC.,* a state of Delaware Corporation

Jared Bogert	ed Bogert	GVP Sales, North America	May 24, 2023
CE9AD7BF41C6455... Name		Title	Date

Ryan Courson	n Courson	CFO	May 24, 2023
D9641E73E74D453... Name		Title	Date

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COUNTY OF ORANGE, A political subdivision of the State of California

Deputy Purchasing Agent

Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

DocuSigned by:
Mark A. Batarse
BC5CA9BED31F40A...

By: _____

Deputy
Mark A. Batarse

Name: _____

Date: 5/25/2023

* *If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.*

ATTACHMENT A

SCOPE OF WORK

I.   **BACKGROUND:** The County is comprised of 22 departments and over 16,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County.

County is seeking to maintain and maximize an Integrated Talent Management System (ITMS) specifically designed to meet the needs of the County of Orange, County Executive Office, Human Resource Services, and other County Agencies and Departments.

The County of Orange currently uses a combination of manual and automated processes for onboarding, learning management, and performance management. County desires to better manage and engage its workforce in order to more fully align its workforce with its business objectives. The goal is to deliver highly effective and innovative government by investing in County's workforce and strategically managing County's talent. To achieve these goals, the ITMS will manage the County's talent and the entire employee life cycle.

County requires a secure, single platform, workflow-driven system that leverages a single employee competency model, integrates with County's existing core human resource system of record (CGI Advantage known as CAPS+ in Orange County), and centralizes all talent processes. County desires to use the ITMS for a broad range of functional and decision-making capabilities to strategically handle today's and tomorrow's talent management issues within a consistent, end-to-end framework. The ITMS is expected to empower County with insight, agility, efficiency and consistency in talent management.

Currently, County is focused on learning management and performance management. These two modules are the anchors of an employee life cycle and will facilitate a systematic approach to County's talent management. Information will be accessible and utilized throughout all modules to support enterprise-wide learning and talent development. This system will be a single point of entry for all employee development needs, as well as a portal for employees and managers to collaborate and manage performance.

An integrated talent management approach allows County to strategically leverage talent and to more effectively hire, develop, and retain talent to meet current and future business requirements. Leveraging technology through the use of an integrated talent management system will serve as a key mechanism for meeting County's talent needs.

II.   **SCOPE OF WORK – GENERAL:** Contractor is to provide County with the products and/or services described in this Attachment A, Scope of Work.

III. **CONTRACTOR RESPONSIBILITIES**

  A.   **Integrated Talent Management System**
       Contractor shall provide a single integrated web-based, vendor-hosted ITMS that consists of all of the following modules:

       1. Cornerstone Performance Management Module
       2. Cornerstone Careers Module
       3. Cornerstone Learning Management Module

  B.   **Solution Features, Functions, and Capabilities for Each Module**
       The ITMS shall:

       1. Meet the features, functions, and capabilities described in Attachment E - ITMS Business Requirements Matrix, for each module.

2. Satisfy the security requirements described in <u>Attachment D</u> – ITMS Technical Requirements, <u>Attachment G</u> – County of Orange Information Technology Security Policy.
3. Allow County to configure both individual County Agency/Department-specific workflow, forms and templates, etc. and County-wide workflow, forms and templates, etc. common to all County Agencies/Departments.
4. Support mobile devices, including, but not limited to, the following operating systems: Smartphones (Android, IOS, and Windows) and tablets.

C. **System Interfaces**

Contractor shall:

1. Develop and maintain system interfaces in order to produce data feeds that can be consumed by the County's CAPS+ Human Resources/Payroll system and other County systems. These data feeds consist of ongoing data updates to the Learning Management Module and Performance Management Module. These data feeds may have different frequencies, including hourly, daily, weekly, monthly, and/or as needed.

2. Develop and maintain the mechanism to update the ITMS with data from the CAPS+ Human Resources/Payroll system and other County systems. These data updates include the initial data load from CAPS+, automatic creation or termination of employee records in ITMS as employee records are added or inactivated in CAPS+. These data feeds may have different frequencies, including hourly, daily, weekly, monthly, and/or as needed.

D. **On-line Documentation and Help**

The ITMS shall:
1. Provide access to Cornerstone Success Center which provides (but is not limited to) best practices documentation, recorded webcasts, video trainings, user guides, frequently asked questions, whitepapers, etc.

2. Provide on-line how to help.

G. **Performance**

The ITMS shall:

1. Be accessible by County seven (7) days a week, twenty-four (24) hours a day.
   o Accessibility is subject to pre-scheduled maintenance periods as agreed to by County and Contractor in accordance with <u>Attachment F, Contractor Application Performance and Service Level Guarantee</u> section 3.8.
2. Move between records in two (2) seconds or less provided, however, that failure to do so shall not be a breach of the Contract or Contractor's service level commitments.
3. Move between screens in two (2) seconds or less provided, however, that failure to do so shall not be a breach of the Contract or Contractor's service level commitments.
4. Look up a record in three (3) seconds or less.

H. **Maintenance and Support**

For each module, the Contractor shall:

1. Provide all ITMS software maintenance and warranty updates, upgrades, patches, fixes, and support, etc.
2. Extend all software maintenance and support and warranty services to all configurations, report development and data conversion efforts.
3. Provide software upgrades at least four (4) times per year to contain new functionality and defect and bug fixes. Prior to upgrade release, Contractor shall:

    a.   Provide a release summary approximately six (6) weeks prior to release which includes a summary list of the new functionality to be released, including descriptions and benefits.

    b.   Provide release summary videos, which describe the upgrades, shall be provided prior to the upgrade release.

    c.   Provide narrated overviews posted as online courses.

    d.   Provide detailed guides to the new features and functionality.

    e.   Provide live webcasts prior to the release detailing the new features and functionality.

    f.   Provide live webcasts after the release that includes demonstrations, highlighted impacts, and a quarterly tech update.

4. Offer the County the opportunity to participate in User Acceptance Testing.
5. Allow two copy downs from Production to Pilot and Stage per year at no additional cost.
6. Provide service patches as necessary.
7. Provide a calendar of upcoming releases.

I. Deliverables

Contractor shall provide the following deliverables for each module:

    a.   .

1. Technical Support & Updates

    a.   Provide technical support via telephone or remote access 24 X 5 in accordance with Attachment F.

    b.   24x7 access to self-service resources in the Cornerstone Success Center, an online knowledge base and customer community.

    c.   Provide routine patches and software updates within one (1) day of availability to Contractor's general client population.

J. Training

To the extent not previously provided by Contractor, for each module, Contractor shall:

1. Provide County staff with comprehensive onsite, hands-on training and instruction material to County users on how to administer, configure, and use the ITMS.
2. Provide several training methods and curriculums to meet the various roles of County staff. These roles include, but are not limited to, general users, supervisors, module administrators, department administrators, Countywide administrators, system administrators, approvers, managers, etc.
3. Provide training for County staff in a "Train-the-Trainer" model so County may assume responsibility for the training of its staff.
4. Provide, via onsite or virtual training, instructional videos and written training materials for all training applications.
5. Provide training options in technical and specialist areas such as site management, creating templates and workflows, etc.
6. Conduct training sessions via a live webinar format.
7. Provide options for Contractor's continuous user training on newly released product features and functionality per the training methods listed above.

ATTACHMENT B

PRICING AND COMPENSATION

I. **COMPENSATION:** This is a usage Contract between County and Contractor to provide Integrated Talent Management System (ITMS) as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors**.

II. **PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Software and Support Fees:

Asset Name	Product	Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
Cornerstone Learning	Cornerstone Learning	16,250.00	$19.84	$20.74	$21.67
Content Anytime Public Sector	Content Anytime Public Sector	16,250.00	$17.12	$17.89	$18.69
Cornerstone Performance	Cornerstone Performance	1,450.00	$13.47	$14.08	$14.71
Cornerstone Careers	Cornerstone Careers	1,450.00	$13.46	$14.07	$14.70
Edge: Microsoft Teams VILT All Connectors*	Edge: Microsoft Teams VILT All Connectors	1	$0.00	$0.00	$0.00
Edge Import		1	$5,225.00	$5,460.13	$5,705.83
Preferred Support	Customer Success Package Preferred	1	$20,000.00	$20,900.00	$21,840.50
			Year 1		**$ 664,873.50**
			Year 2		**$ 694,792.80**
			Year 3		**$ 726,058.49**

B. Optional Services Authority Amount

OPTIONAL SERVICES AUTHORITY AMOUNT	Year 1	Year 2	Year 3
Orange County Human Resource Services	$300,000.00	$300,000.00	$300,000.00
Health Care Agency (not to exceed over the		$500,000.00	

C. License Fee Structure

Table # F LICENSE FEE STRUCTURE Additional individual licenses may be purchased at the contract rates listed	Year 1	Year 2	Year 3
Cornerstone Learning Module	$19.84 per license	$20.74 per license	$21.67 per license
Content Anytime Public Sector	$17.12 per license	$17.89 per license	$18.69 per license
Cornerstone Performance Module	$13.47 per license	$14.08 per license	$14.71 per license
Cornerstone Careers Module	$13.46 per license	$14.07 per license	$14.70 per license
EdCast Enterprise	$25.00 per license	$25.00 per license	$25.00 per license

D. Optional Services - EdCast

EdCast SKU ID/SKU Name (select from picklist)	Description (auto-populated)	Quantity (manual input required)	Number of Years (manual input required)	List Price (auto-populated)	Total
22-LXE01-EdCast Enterprise - Band 1 (up to 15k users)	Band 1	2,400	1	$25.00	$60,000.00
22-LXSB-EdCast XP Sandbox Instance	Sandbox	1.00	1	$10,000.00	$10,000.00
22-LXOT1200-PowerUp XP Project	6 weeks	1	1	$10,000.00	$10,000.00
22-LXOT1201-ScaleUP XP Project	8 weeks (requires PowerUP completed)	1	1	$60,000.00	$60,000.00

E. Optional Services

Optional Service	Pricing
System Administrative Services	Quote Process
Professional Consulting	Quote Process
Online Learning Content	Quote Process

III. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

IV. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

V. **PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange

and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI.   **PAYMENT – INVOICING INSTRUCTIONS**: Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

A.   Contractor's name and address

B.   Contractor's remittance address, if different from 1 above

C.   Contractor's Taxpayer ID Number

D.   Name of County Agency/Department

E.   Delivery/service address

F.   Master Agreement (MA) or Purchase Order (PO) number

G.   Agency/Department's Account Number

H.   Date of invoice

I.   Product/service description, quantity, and prices

J.   Sales tax, if applicable

K.   Freight/delivery charges, if applicable

L.   Total

Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

VII.   **ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.

ATTACHMENT D

ITMS TECHNICAL REQUIREMENTS

I.   The Contractor shall be responsible for end-to-end, secure hosting and technical support of all Hardware and Software required for Contractor to operate the ITMS. The Contractor's Infrastructure Management Services shall include**:**

1. Hosting

1.1   The ITMS shall be hosted in a highly secure data center located in the continental United States. The solution shall have sufficient Internet bandwidth, computing capacity, security, storage, monitoring, disaster recovery and IT service management and Incident response processes to meet the requirements set forth herein.

1.2   The Contractor will implement and maintain a business continuity and disaster recovery plan that provides for the continued delivery of the Service in the event of a power outage, System outage or other unexpected circumstances that may interrupt the normal provision of the Service.

1.3   To the extent permitted by Contractor's hosting services provider(s), and to the extent and such audits or tests would not affect the Services for Contractor's other customers or infringe or access other customers' data, the Contractor shall cooperate with any County on-site audit or penetration test of the Contractor's managed systems.

1.4   No later than ninety (90) calendar days after the Effective Date of the Contract and on the annual anniversary of the Contract, upon request, the Contractor shall provide to the County a Statement on Standards for Attestation Engagements (SSAE) No. 16, No. 2, Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy (SOC 2).

2. Architectural, Performance, Sizing and Capacity Planning

2.1   The Contractor shall provide System architectural, sizing and capacity planning recommendations that will enable the production solution System to operate at optimal performance and within acceptable the Service Levels set forth in Attachment F, Contractor Application Performance and Service Level Guarantees at all times.

2.2   The Contractor shall architect production solution to meet the mutually agreed-upon performance, security and infrastructure requirements set forth in this Contract.

2.3   The Contractor shall conduct routine architectural, capacity and operational reviews of its Software and, at a minimum, each Contract year implement architectural improvements to improve solution performance, availability, reliability and sustainability in accordance with the Service Levels set forth in Attachment F, Contractor Application Performance and Service Level Guarantees.

3. IT Service Management

The Contractor shall manage the solution and all supporting Software and Hardware environments under a consistent IT life cycle service management framework that utilizes industry standards and best practices.

3.1 The Contractor shall perform System changes in accordance with its systemwide change management and notification process.

3.2 The Contractor shall perform routine System maintenance, including OS patching, critical and high security updates and patching, and planned System changes within a Maintenance Window previously communicated to County.

3.3 The Contractor shall perform industry standard data backup plans for daily, weekly and monthly backups. The Contractor shall use backups to restore data in the event of an outage or Incident.

4. Application Performance Testing, Monitoring and Reporting

4.1 The Contractor shall be required to test and monitor the System performance activity. Upon agreement as to timing, scope and fees, Contractor shall report on performance activity, and County shall have access to performance activity at no cost in the Client Successor Center. The Contractor shall monitor the Software to ensure that the application and its interfaces are performing in accordance with this Contract.

4.2 The Contractor shall document the solution performance issues.

4.3 The Contractor shall identify the root cause of performance degradation and take corrective action to resolve issues and promptly bring performance back within acceptable levels.

4.4 The Contractor shall provide access to monthly reports that demonstrate solution performance, via the Cornerstone Trust Site in the Client Success Center, which provides a moving daily performance review of the application environment for current day and thirty (30) previous days.

5. Security

5.1 All Contractor-hosted infrastructure shall be secured in the manner set forth herein.

5.2 The ITMS must integrate with the County's Active Directory Federated Services using Cornerstone's implementation of the Security Assertion Markup Language (SAML) 2.0 for single sign-on. This authentication methodology must be available before the Go Live date.

The ITMS must allow County users to access the Application via the Internet using HTTPS and, subject to additional Services, can support the use of the existing multi-factor authentication (MFA), tools provided in the County's current Identify Management System (IdMS)

5.3 Any passwords required by the ITMS must be securely stored with a minimum of 256-bit encryption, a cryptographic hash function, or other technology as will be made available in the future, and in accordance with County best business practice for passwords.

5.4 The Contractor does not generally schedule Software and Hardware patching during normal County business hours.

5.5   The ITMS must transmit data using SFTP or FTPS. Bulk file transfers shall use County's secure FTP solution.

5.6   Contractor can encrypt the County's database using Microsoft TDE (or equivalent) at a cost.

5.7   The ITMS sessions shall support Transport Layer Security (TLS) 1.1 or better connections. The TLS version used must be consistent with the ability to provide access to County systems. This means the service must utilize the same TLS version as the County computer systems.

5.8   The ITMS will require no thick client piece to be installed or supported at the host level, and all access to the application will be through a web browser.

5.9   The ITMS shall have a unique account for each end user that supports strong, non-repudiation with audit capabilities.

5.10   The Contractor shall have independent third-party security audits (SOC2) performed annually and a copy upon written request of the report shall be provided to the County.

5.11   As applicable and appropriate, the Contractor shall comply with all applicable statutes and regulations to which it is subject concerning the privacy and confidentiality of information (GLB, HIPAA, AB1386, etc.), including those statutes and regulations set forth in the Contract.

5.12   The Contractor shall establish System Reuse and Mass Storage Decommissioning Policies. Upon County request, the Contractor shall provide the County a copy of these policies.

5.13   The Contractor shall upon confirmation of security incident impacting the County's data notify the County through a defined incident notification process. The County reserves the right to participate in any consequential investigation at the level of involvement deemed necessary by the County.

5.14   The above requirements will be reviewed by the County and the Contractor each Contract year, and, in Contractor's sole discretion, upgraded to reflect changes in best practices and technology.

II. **Data Ownership**

1. The County will solely own the ITMS's data.

2. The Contractor shall safeguard the County's data from co-mingling with data of other Contractor customers.

3. The County may retrieve its data at any time during the Term of the Contract, and if requested by the County, at a scope and price to be agreed, Contractor will assist with such data retrieval.

4. The Contractor shall recover data in the event of System failure in accordance with Contractor's business continuity plan and as documented in Contractor's Technology Overview version 3.1.

5   The Contractor shall provide access to a copy of data, data fields, data dictionaries, etc. Should County request Contractor to provide such data, it will be in a scope and price agreed-to by the parties in writing.

ATTACHMENT E

ITMS BUSINESS REQUIREMENTS MATRIX

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Application Interoperability	Be a configurable, commercial off-the-shelf (COTS) system capable of interfacing with other County systems for data exchange such as data feeds to and from, including, but not limited to, the following entities: • CAPS+ HR/Payroll known commercially as CGI Advantage • Personnel Data Warehouse • Hyland's OnBase: The County's document management solution	ITMS	Core Functionality & SOW	Inbound/outbound data feed on SOW is included for the integrations with OC's systems
Application Interoperability	Integrate with the following: • Microsoft Exchange 2010 and above and Exchange Online • Microsoft Office 2013 and Office 365 • Microsoft SharePoint 2013 and SharePoint Online	ITMS	Core Functionality	
Application Interoperability	Be Web based and compatible with Microsoft Internet Explorer 11+, Windows 10 Edge, Google Chrome, and Mozilla FireFox.	ITMS	Core Functionality	
Application Interoperability	Provision Single Sign-On (SSO) by leveraging the County's existing Identity and Access Management solution, which relies on Microsoft Active Directory Federation Services (ADFS) for single-sign-on.	ITMS	SOW	Single Sign on SOW

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Application Interoperability	Support users, administrators, with various access levels, multiple roles, and group based security.	ITMS	Core Functionality	
Application Interoperability	Automate the mass creation of user accounts/profiles based on employee records provided via data feed or entered into ITMS.	ITMS	SOW	Inbound Data feed on SOW
Application Interoperability	Automate the maintenance of user accounts/profiles based on employee status (e.g., disabling the account/profile upon termination status; re-activating a rehired, transferred, or promoted employee's account/profile, etc.).	ITMS	SOW	Inbound/outbound Data feed on SOW
Application Interoperability	Provide interactive means (i.e., user interface) to create and maintain user accounts/profiles (in addition to the automated creation/maintenance of user accounts/profiles).	ITMS	Core Functionality & SOW	
System	The system shall be compatible with all Internet Service Providers (ISP) and multi internet browser versions used by the County of Orange and external users (applicants).	ITMS	Core Functionality	Supported: Internet Explorer (IE) 9 and greater - Note: Support for IE 9 will be retired in October 2017. Firefox 4 and greater Safari 8 and greater Opera 27 and greater Google Chrome Microsoft Edge Browsers must be installed in client supported environments.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
System	The system shall provide capability to incorporate and apply County of Orange language and "look and feel".	ITMS	Core Functionality	These are branded Welcome Pages included in the core functionality
System	The system shall have single sign-on functionality.	ITMS	SOW	Single Sign on SOW
System	The system shall have capability to accept electronic signatures.	ITMS	Core Functionality	
System	The system shall provide users access via computer, all mobile, and tablet platforms.	ITMS	Core Functionality	
System	The system shall allow access to ITMS outside of the County network.	ITMS	Core Functionality	Cornerstone can be accessed by internet browsers as stated above
System	The system shall provide unlimited access to the ITMS modules (e.g. eLearning).	ITMS	Core Functionality	Up to 18,500 LMS users are licensed at the county
System	The system shall comply with the Web Content Accessibility Guidelines (WCAG).	ITMS	Core Functionality	
System	The system shall have an intuitive and user-friendly interface (e.g. render information in a single page, less scrolling, fewer next/back buttons, increase viewing size).	ITMS	Core Functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
System	The system shall allow for multiple systems administrators to manage various settings and areas of the System including but not limited to the following: • User Profiles • Support Ticket Submissions • Department Information • Web Portal within system • Security Options • Custom Form Fields • Definition Tables for Departments, Job Types, etc.	ITMS	Core Functionality	Some recruiting functionality not included
System	The system shall provide a web portal that the County of Orange can maintain and utilize as a repository for miscellaneous information related to the ITMS processes.	ITMS	Core functionality	
System	The system shall reserve an area in the system whereby instructions for the various ITMS processes can be posted for general use, preferably within the applicable page (e.g, Subject Matter Review page).	ITMS	Core functionality	
System	The system shall provide self-help tutorials for all system roles.	ITMS	Core functionality	
System	The vendor shall provide video and online tutorials for self-help user training.	ITMS	Core functionality	
System	The system shall have the functionality to play WMV, MP4 or MP3 media.	ITMS	Core functionality	
System	The system shall provide a Test/Training Environment whereby Users can setup, modify, test, etc. data	ITMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 37 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	without impacting production data.			
System	The vendor shall provide ongoing implementations, enhancements, defect fixes, and support.	ITMS	Core functionality	
System Data	The system shall be able to effectively integrate data with current County of Orange Enterprise Resource Planning (ERP) system, HRIS/Payroll System, and other third party vendors and County systems.	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system's data fields shall be configurable in order to be compatible with the CAPS+ HR and OnBase data fields (e.g. department, budget unit, employee ID, employee name, supervisor, evaluation type, end date, start date, rating, step, salary, % increase/dollar amount, certification/license, etc.) .	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system shall have daily data flow from CAPS+ HR to ITMS (e.g. department, budget unit, employee ID, employee name, supervisor, evaluation type, end date, start date, rating, step, salary, certification/license, etc.).	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system shall have daily data flow from ITMS to CAPS+ HR (e.g. performance data, training, LMS, certification renewal dates, new hire data).	ITMS	SOW	Outbound data feed on SOW
System Data	The system shall allow extracts of raw data using the Power BI Tool.	ITMS	Core Functionality	Cornerstone custom reports include expansive data sets for each module with

County of Orange, County Procurement Office
Integrated Talent Management System

Page 38 of 78
File No. 2434202

MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
				advanced filtering criteria. They can be downloaded daily and exported. Options extra cost 1.Reporting APIs- Provides read-only access to data in the RTDW through RESTful OData endpoints COST: $5k one-time fee, $5k each year annually 2.Data Exporter- Compressed and encrypted flat files delivered on the CSOD FTP COST: $5k one-time fee, $15k each year annually
System Data	For system data and metadata fields that will not populate into CAPS+ HR, the system shall have the ability to transfer into the personnel data warehouse and OnBase through daily ETL.	ITMS	Core functionality	Outbound data feed on SOW
System Data	The system shall generate a metadata report.	ITMS	Core Functionality	Cornerstone custom reports include expansive data sets for each module with advanced filtering criteria. They can be downloaded daily and exported. Options extra cost 1.Reporting APIs- Provides read-only access to data in the RTDW through

County of Orange, County Procurement Office
Integrated Talent Management System
Page 39 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
				RESTful OData endpoints COST: $5k one-time fee, $5k each year annually 2.Data Exporter-Compressed and encrypted flat files delivered on the CSOD FTP COST: $5k one-time fee, $15k each year annually
System Data	The system shall house historical data.	ITMS	Core Functionality	Historical data load on SOW
System Data	All data or information obtained by the County will at all times remain the property of the County.	ITMS	Core Functionality	Yes, Contractual commitment
System Integration	The system shall integrate with social media tools (e.g. LinkedIn, Facebook, etc.) for marketing opportunities.	ITMS	Core Functionality	
System Integration	The system shall integrate with professional social media to update skills, and connect participants via the site.	ITMS	Core Functionality	
System Integration	The system shall connect with SharePoint (e.g. widgets, web platforms).	ITMS	Core Functionality	Cornerstone can link to SharePoint if integration is purchased
System Integration	The system shall have the ability to integrate links to external websites within the system.	ITMS	Core functionality	Cornerstone can link to 3rd parties
System Integration	The system shall validate all required data fields in order to submit a transaction into CAPS+ HR and OnBase (e.g. department, budget unit, employee ID, employee name, supervisor,	ITMS	SOW	Cornerstone processes the inbound/outbound data feed as provided on the secure FTP data site.

County of Orange, County Procurement Office
Integrated Talent Management System
Page 40 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	evaluation type, end date, start date, rating, step, % increase/dollar amount, certification / license).			
System Data	The system shall validate all required data fields within the system.	ITMS	SOW and/or Core Functionality	Cornerstone processes the inbound data feed as provided on the secure FTP data site.
System Integration	All transactions from the system shall show up in the appropriate CAPS+ HR worklist.	ITMS	SOW	Cornerstone processes the inbound/outbound data feed as provided on the secure FTP data site. Transactions which will show up will be as set forth in the mutually-agreed scope.
System Integration	The system shall receive rejected transactions from CAPS+ HR worklist to be returned to the initiator.	ITMS	SOW	Cornerstone processes the inbound data feed as provided on the secure FTP data site.
System Integration	The system shall archive an employee's profile when they are terminated or separated in CAPS+ HR.	ITMS	Core Functionality	
System Integration	The system shall re-activate a rehired, transferred, or promoted employee's profile based on the employee ID from CAPS+ HR.	ITMS	Core functionality	
System Security	The system shall have the capability to configure various levels of security.	ITMS	Core functionality	
System Set Up	The system shall provide the capability to define and modify user account access levels based on user's role.	ITMS	Core functionality	
System Security	The system shall have security based on specified fields.	ITMS	Core functionality	
System Set Up	The system shall allow for users to have multiple roles	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	within a single account (i.e. admin, supervisor, instructor, employee).			
System Security	The system shall allow for multiple levels and permission of administrators to be assigned by main administrator.	ITMS	Core functionality	
System Security	The system shall allow for a variety of administrator roles for each ITMS module (e.g. overall department, site specific).	ITMS	Core functionality	
System Security	The system shall allow an unlimited amount of administrator role assignments.	ITMS	Core functionality	
System Security	The system shall have the capability to identify all users in a given user role.	ITMS	Core functionality	
System Audit	The system shall have an audit trail and track changes made by all roles (e.g. employee, administrators, instructors, date/time, action completed, etc.).	ITMS	Core functionality	
System Audit	The system shall have the capability to show timestamps for all actions.	ITMS	Core functionality	
System Audit	The system shall provide various statistical reports based on usage for better administration and maintenance of the system (e.g. User last login date, # of inactive Users, etc.).	ITMS	Core functionality	
Reporting & Analytics	The system shall have a reporting web interface for users to run reports and queries on any specified criteria.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to export and/or save	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	reports in multiple formats (e.g., ..txt, .CSV, XML, .xls, , PDF			
Reporting & Analytics	The system shall allow the user to store reports for later execution.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to filter fields/columns when generating a report.	ITMS	Core functionality	
Reporting & Analytics	The system shall provide a report description and allow the user to print preview (e.g., a result, form, report) before printing.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to add remarks or comments within a report and to save and print the comments within the report.	ITMS	Not Supported	While our reporting tool is robust, this functionality can be accommodated by adding comments to the report and then exporting to excel.
Reporting & Analytics	The system shall allow the user to modify filter selections without requiring a new query to be executed.	ITMS	Core functionality	
Reporting & Analytics	The system shall enable printing and saving of items such as current screen, reports, text, tables, data maps, charts, and graphs in a printer-friendly format.	ITMS	Core functionality	
Reporting & Analytics	The system shall support regular expressions (e.g., wildcards) in queries.	ITMS	Not Supported	Cornerstone has a robust and intelligent global search tool, however wildcards are not included
Reporting & Analytics	The system shall allow the user to specify sorting order when generating a report.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to multi-level sort and	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	sub-total options when generating a report.			
Reporting & Analytics	The system shall allow the user to customize the colors and fill patterns for each data series on a graph.	ITMS	Core functionality	
System Set Up	The system shall automatically create individual user accounts from data imported from CAPS+ HR (e.g. Employee ID, Employee Name, Job Title, Manager Name, Department Name, Unit Name, email address, work location, skills and education, certification/license, etc.).	ITMS	Core functionality	
System Set Up	The system shall provide the capability to manually create individual User accounts.	ITMS	Core functionality	
System Set Up	The system shall have the capability for administrators to customize fields and manage non-County staff user accounts (e.g. Learning County vendors).	ITMS	Core functionality	
System Set Up	The system shall have the capability to differentiate between employee and non-County staff assignments in applicable ITMS modules.	ITMS	Core functionality	
System Security	The system shall have the capability to designate access to non-County staff only for applicable ITMS modules.	ITMS	Core functionality	
System Set Up	The system shall automatically generate and send a message to new users once their accounts are created to share how to	ITMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 44 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	access the system and self-help tutorials.			
System Set Up	The system shall have the capability for user self service functionalities for account profile management, password retrieval, etc.	ITMS	Core functionality	
System Set Up	The system shall allow the system administrator the capability to define the fields to be utilized with the option to add, delete and modify as needed per the individual business needs of each Department	ITMS	Core functionality	
System Set Up	The system shall have the capability to create a dynamic organizational chart and select which county employee type, non-county employee (contractor), or status view.	ITMS	Core functionality	
System Set Up	The system shall be able to differentiate between County and non-County employees.	ITMS	Core functionality	
System Set Up	The system shall provide a dynamic Search tool to accommodate the following: 1. Allow the selection of multiple criteria within a single search 2. Allow data to be filtered based on individual preferences 3. Allow all fields within the system to be searchable 4. Allow customized default settings 6. Allow course and resource to be searchable	ITMS	Core functionality	
System Set Up	The system shall allow the site administrator to add,	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	delete, expire, or modify business rules according to the collective bargaining agreements (aka MOUs).			
System Set Up	The system shall have spell check.	ITMS	Core functionality	Note-spell check is available for performance reviews, however in LMS functionality due to abbreviations and course numbers, spell check is not enabled. However the user can utilize a browser with spell check capabilities
System Set Up	The system shall allow a user to view, print, or save in PDF format.	ITMS	Core functionality	
System Set Up	The system shall provide the capability to attach multiple documents in multiple formats throughout the ITMS modules	ITMS	Core functionality	
System Set Up	The system shall provide "copy/paste" functionality throughout the ITMS modules	ITMS	Core functionality	
System Set Up	The system shall provide capability to develop workflow processes based on pre-determined rules to further automate the process with minimal administrative maintenance needed.	ITMS	Core functionality	
System Set Up	The system shall provide flexibility in setting up and modifying workflow notifications (e.g. Notification upon FINAL approval, notification requiring action only, notification at every stage, etc.).	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
System Set Up	The system shall have the ability to route documents and send notifications according to a workflow for every phase (e.g. performance evaluations, training approval).	ITMS	Core functionality	
System Set Up	The system shall allow for additional approvals within the workflow	ITMS	Core functionality	
System Set Up	The system shall have the capability for a user to edit throughout the Workflow process only if FINAL approval has not been applied.	ITMS	Core functionality	
System Set Up	The system shall allow system administrator and authorized users editing capability after FINAL approval is applied.	ITMS	Core functionality	
System Set Up	Based on role(s) and department(s) assigned, the system shall allow Users to create and view all applicable stages of a Workflow process (e.g. approved, open, in progress, filled, on hold, cancelled, etc.).	ITMS	Core functionality	
System Set Up	The system shall have the capability for event workflow including documentation.	ITMS	Core functionality	
System Set Up	The system shall have the ability to customize email reminders and timeline.	ITMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
System Set Up	The system shall provide an integrated email component that allows notifications to be handled in the following manner: 1. Allow notifications to be automatically sent based on pre-defined triggers or events 2. Allow notifications to be manually resent based on individual preference (i.e., password reset for users, etc.) 3. Allow ability to disable automatic notifications as needed (i.e., systems admin should have ability to disable any of the above mentioned automatic notifications should the organization decide to do such)	ITMS	Core functionality	
System Set Up	The system shall have the ability to roll up into a dashboard summary by agency/department.	ITMS	Core functionality	
System Set Up	The system shall have the capability to customize the user interface and dashboard views.	ITMS	Core functionality	
System Set Up	The system shall have a dashboard reporting user interface (UI) for easy access to metrics.	ITMS	Core functionality	
System Set Up	The system shall link performance management to the LMS module for development options.	ITMS	Core functionality	
System Data	The system shall import the evaluation period start and end dates from CAPS+ HR per employee in ITMS (evaluation cycles).	Performance Mgmt.	SOW	Inbound data feed in SOW
System Data	The system shall allow for each employee to have a	Performance Mgmt.	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	different start and end date for the evaluation cycle(s).			
System Data	The system shall import the probation period start and end dates from CAPS+ HR per employee (evaluation cycles).	Performance Mgmt.	SOW	Inbound data feed in SOW
System Data	The system shall determine the evaluation cycles based on the Rep Unit when the evaluation start and end dates are not in CAPS+ HR.	Performance Mgmt.	Core functionality	Workflow for evaluation cycle needs to be defined for Rep unit or dynamically assigned via OU group rules
System Integration	The system shall generate a CAPS+ HR transaction for an evaluation that generates changes to employees salary and or leave.	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This transaction can trigger changes to salary to occur within CAPS; however, for changes to originate within CSOD regarding salary that would feed in and update CAPS, that would be our Compensation module, which is not being purchased.
System Integration	The system shall generate evaluation and probation data and associated documents that can be consumed by CAPS+ HR.	Performance Mgmt.	SOW	Outbound data feed in SOW
System Integration	All probations shall generate a transactions into CAPS+ HR.	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS.
System Integration	The system shall have the ability to track promotional employees except for executive management based on configurable	Performance Mgmt.	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System

Page 49 of 78
File No. 2434202

MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	promo codes (PROMO, PMPRO).			
System Integration	The system shall generate a promotion transaction into CAPS+ HR when an employee passes probation based on business process rules (PAPR transaction code).	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS.
System Integration	All reductions due to failure of promotional probation shall generate a transaction into CAPS+ HR (RED).	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS; however "reductions" refers to salary data, that is part of our Compensation module which is not being purchased.
System Integration		Performance Mgmt.		
System Integration	The system shall generate a transaction into OnBase for evaluations that do not generate changes to employees salary and or leave.	Performance Mgmt.	SOW	Outbound data feed in SOW
System Audit	The system shall generate an exception report for employees who do not have an evaluation with start and end date from CAPS+ HR.	Performance Mgmt.	SOW	
System Audit	The system shall generate a daily user-friendly audit report for the site administrators to verify accuracy of placement and exceptions for transactions that go directly into CAPS+ HR and OnBase.	Performance Mgmt.	SOW	
Reporting & Analytics	The system shall generate reports showing all steps in the evaluation process that are completed on time vs.	Performance Mgmt.	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 50 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	past due, filtered by department, title, manager, date, or other fields.			
Reporting & Analytics	The system shall generate a report of performance evaluation rating distribution over time by employee, title code, manager, and agency.	Performance Mgmt.	Core functionality	
Reporting & Analytics	The system shall generate a report of past-due performance over time activity by employee, title code, manager, and agency	Performance Mgmt.	Core functionality	
Reporting & Analytics	The system shall generate performance evaluation reports that provide an overview of the distribution of the scores within your area of responsibility for both mid-year and year-end evaluations.	Performance Mgmt.	Core functionality	
System Set Up	The system shall populate County information (mission/values).	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to create multiple forms (e.g. executives, managers, employees).	Performance Mgmt.	Core functionality	
System Set Up	The system shall automatically generate the applicable evaluation form based on the employee's represented unit (collective bargaining agreement).	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the system administrator to override the system generated evaluation form.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow a manager to select an evaluation type based on the employee job title and status (e.g. Annual, interim, merit, probation,	Performance Mgmt.	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	separation, transfer, goal setting, other).			
System Set Up	The system shall determine evaluation cycles based on the Rep Unit.	Performance Mgmt.	Core functionality	
System Set Up	The system shall generate a probation form based on Rep Unit.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow a manager to generate more than one form concurrently (e.g. evaluation form and a probation form) based on the employee's job title and status.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to create unlimited number of templates.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the capability to clone evaluation forms or assign goals to a specific classification.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the user to create multiple goals (up to 10) with no character maximum.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to input competency content with expectation sets, as needed.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have a drop down menu of competencies and expectation sets.	Performance Mgmt.	Included on Order Form	
System Set Up	The system shall have a waiver option and a waiver reason drop down menu.	Performance Mgmt.	Core functionality	
System Set Up	The system shall align, manage and track goals (cascade goals and provide line of sight) for an employee.	Performance Mgmt.	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System

Page 52 of 78
File No. 2434202

MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
System Set Up	The system shall allow for multiple and flexible rating scales for goals and competencies.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the administrator to define the points on the rating scale.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have flexibility to provide weightings to competencies and goals.	Performance Mgmt.	Core functionality	
System Set Up	The system shall score each goal and competency and have an aggregate score.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to have 1 or 2 final scores.	Performance Mgmt.	Core functionality	System supports a final score from any rater in the evaluation process (e.g. employee, manager, etc); these are computed for a final score on the evaluation.
System Set Up		Performance Mgmt.		
System Set Up	The system shall allow authorized users access to historical performance data (once established).	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to create customized development plans (rated or not rated) have a separate development section for an employee.	Performance Mgmt.	Core functionality	
Performance Planning	The system shall create one evaluation and/or probation form that can be shared by both the employee and manager.	Performance Mgmt.	Core functionality	
Performance Planning	The system shall give the employee or manager the ability to modify established goals during	Performance Mgmt.	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	the performance evaluation cycle.			
Performance Planning	The system shall allow an employee and/or a manager to add and save comments throughout the year and share only when released by the author.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall document mid-year score (or option to capture mid-year score) and comments from the employee and manager.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow a supervisor to write/complete an evaluation when an employee is transferred, promoted, or reassigned.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall recommend legally appropriate terminology.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall provide development tips.	Performance Mgmt.	Included with Korn Ferry purchase	Development actions can be entered for competencies. This is option to enter when competencies are created – it is not automatically built. (Partner Competencies may include development actions built in).
Annual/Mid-Year Review	The system shall give the user the ability to add comments for the development plan - but no rating.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have the capability to view manager and employee comments separately.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall validate that comments exist for	Performance Mgmt.	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	both the goals and the competencies sections.			
Annual/Mid-Year Review	The system shall give the manager the option to rate or not rate goals or overall performance during a mid-year review.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall recommend verbiage for comments that match the rating provided.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall validate that a rating exists for each area.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall generate an overall ratings based on the weighted average of all sections rated.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall display ratings in an integer form (no decimals for overall average).	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow an authorized user to override the overall average score.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow an authorized user to change scores after calibration - with employee acknowledgement.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have flexibility to keep one document for mid-year and year-end or separate into two documents.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall give the user the ability to view both mid-year and year-end ratings in one document, print, or save in PDF.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have the capability to electronically sign the evaluation document.	Performance Mgmt.	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Annual/Mid-Year Review	The system shall have the capability to view goals, scores, and comments for everyone in your area of responsibility.	Performance Mgmt.	Core functionality	
System	The system shall have e-commerce capabilities to manage multiple billing and payment methods.	LMS	Core functionality	
System	The system shall allow for billing and payment methods to be consumed by the County's financial systems.	LMS	Core functionality	If ecommerce is purchased
System	The system shall allow users to log in to an eLearning class unlimited times within a day.	LMS	Core functionality	
System Data	The system shall support batch feeds directly into the employee's LMS profile from Training Partner (e.g. training completed, date, location, provider, certifications, licenses, etc.)	LMS	SOW	One time Historical Data Load in SOW
System Data	The system shall generate a certification/license transaction into CAPS+ HR when an employee enters their certification and license information.	LMS	SOW	Inbound/outbound data feed in SOW
System Integration	The system shall move completion certificates and licenses directly into OnBase (NIMS, DPA, EEO, CEU, SharePoint, BI Tool, Lynda.com).	LMS	SOW	Outbound data feed in SOW
System Integration	The system shall be SCORM-compliant and must allow the import of CBT modules created via third-party SCORM authoring tools.	LMS	Core functionality	
System Integration	The system shall have the capability to integrate use	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 56 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	of online meeting software within infrastructure of the LMS (e.g. go-to meetings, WebEx).			
System Integration	The system shall have the capability for integration with competency models, such as Korn Ferry.	LMS	Included	Purchasing Korn Ferry
System Integration	The system shall have the ability for integration with other learning content service vendors such as getAbstract, SkillSoft, etc.	LMS	Included	Purchasing Skillsoft
System Set Up	The system shall allow for matrix managers can be given the same permissions as managers for LMS.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report showing training completion (classes and courses) that are submitted on time vs. past due, filtered by department, title, manager, date, or other fields.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of training participation by training type, class, and session, and by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of required training by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of attendance vs. non-attendance in training by individual class & session and by employees, managers & agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report with employees that	LMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	have not completed training series.			
Reporting & Analytics	The system shall generate a report of earned CEUs by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of earned CEUs over time by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of required certification/licensure by employee, title code, manager, agency.	LMS	Core functionality	
Reporting & Analytics	The system shall allow an authorized user (HR, Supervisor, Employee) to pull a report of all upcoming certification and license expiration dates by a user's role.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of due and past-due recertification/licensure by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of past-due training activity by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of past-due training activity over time by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall provide a reporting function which allows for data comparisons between multiple, user-defined categories (such as departments).	LMS	Core functionality	
Reporting & Analytics	The system shall have the ability to generate reports	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 58 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	by unfinished units and courses regardless of enrollment status.			
Reporting & Analytics	The system shall have the ability to include organization-specific financial tracking codes, with reporting and invoicing features.	ITMS		
System Set Up	The system shall have the following user account type field when creating an account: extra help, limited/regular term, vendor, contractor, temporary, volunteer, intern.	ITMS	Core functionality	
System Set Up	The system shall have the capability to provide a searchable event catalog that can be organized and categorized (including subcategories) by LMS administrators.	LMS	Core functionality	
System Set Up	The system shall categorize training by type (eLearning, seminars, in-person, required/not required).	LMS	Core functionality	
System Set Up	The system shall provide collaborative learning formats including discussion forums, chat boards, etc.	LMS	Core functionality	
System Set Up	The system shall create a connection to the agency-specific 'contact us' function.	LMS	Core functionality	
System Set Up	The system shall have the capability to create message boards tied to a specific class.	LMS	Core functionality	
System Set Up	The system shall have social collaboration functionality.	LMS		Included in Connect, which is

County of Orange, County Procurement Office
Integrated Talent Management System
Page 59 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
				part of the Learning module
System Set Up	The system shall have a Q&A functionality and generate automatic notifications sent to administrators when new content is added.	ITMS	Core functionality	
System Set Up	The system shall have the capability for users to upload a photo and customize the information on their user profile, including skills, projects, experience, etc.	ITMS	Core functionality	
System Set Up	The system shall have the ability to automatically create course codes and matrix within the system for record keeping.	LMS	Core functionality	
System Set Up	The system shall provide a method to create courses and classes simultaneously in a single transaction.	LMS	Core functionality	
System Set Up	The system shall have the capability to identify resource conflicts including, at a minimum instructor, date, time and location.	LMS	Core functionality	
System Set Up		LMS	Core functionality	
System Set Up	The system shall have the functionality to create individual development plans.	LMS	Core functionality	
System Set Up	The system shall have the capability for managers to view subordinate team member information, at a minimum training transcripts, training schedules, and registration approval status.	LMS	Core functionality	

Theme	Business Requirement	Module	SOW/ Core/ Not Included	Notes
System Set Up	The system shall have the capability to allow the LMS administrators and supervisors/managers to designate and manage delegates for all managers.	LMS	Core functionality	
System Set Up	The system shall have the capability to provide a method of tracking in-house and out-service training costs.	LMS	Core functionality	
System Set Up	The system shall provide the ability to designate an instructor to a course.	LMS	Core functionality	
System Set Up	The system shall have a calendar to visually show current course offerings, limited by those the employee has access to.	LMS	Core functionality	
System Set Up	The system shall allow upload, storage, and indexing or development content for users.	LMS	Core functionality	
System Set Up	The system shall provide for mapping of competencies and skills to specific user-defined classifications.	LMS	Core functionality	
Enrollment	The system shall have the capability to hyperlink directly to a course, without requiring students to search for it.	LMS	Core functionality	
Enrollment	The system shall provide functionality to enroll an employee in a course, and send a notification upon enrollment.	LMS	Core functionality	
Enrollment	The system shall allow for the grouping of courses into a program.	LMS	Core functionality	
Enrollment	The system shall have the functionality to email employees and supervisors with a notification of	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System

Page 61 of 78
File No. 2434202

MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	deadline to complete required trainings.			
Enrollment	The system shall have the ability to send an email to a group of users when enrolled in a mass training (e.g. Annual Mandatory Training), confirming their enrollment and due date for the training.	LMS	Core functionality	
Enrollment	The system shall have the functionality to create or choose from default notifications to send before and after status updates.	LMS	Core functionality	
Enrollment	The system shall have the option to default communication from being sent to supervisor/employee.	LMS	Core functionality	
Enrollment	The system shall have the ability to upload and store course materials for future reference in multiple file formats (PDF, MS Office, WMV, MP4, MP3, etc.) and index them with a particular class session.	LMS	Core functionality	
Enrollment	The system shall allow administrators and instructors to change multiple user course statuses simultaneously.	LMS	Core functionality	
Enrollment	The system shall provide integration of or link access to external interactive course location maps.	LMS	Core functionality	
Enrollment	The system shall provide capability to assign who can view a course by multiple criteria (classification, role, division, department, location, etc.)	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 62 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Enrollment	The system shall provide for the ability to attach files to courses (course materials, email communications, etc.) in the following formats: MS Office, Office 365 and PDF formats.	LMS	Core functionality	
Enrollment	The system shall have the ability to automatically generate a roster for classes (accessible by administrators and instructors).	LMS	Core functionality	
Enrollment	The system shall create a template for the roster that is automatically used, including header, footer, class name, etc.	LMS	Core functionality	
Enrollment	The system shall have the functionality to limit the number of enrollments by service area, department, classification, etc.	LMS	Core functionality	
Enrollment	The system shall have the capability for administrators and instructors to manually push enrollments past capacity.	LMS	Core functionality	
Enrollment	The system shall have prerequisite functionality for courses.	LMS	Core functionality	
Enrollment	The system shall have the capability to specify training as mandatory or voluntary, and specify by role, unit, department, etc.	LMS	Core functionality	
Enrollment	The system shall have the capability to store files within LMS at course level.	LMS	Core functionality	
Enrollment	The system shall allow administrators to restrict access to courses by user-defined criteria (such as	LMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	department, classification, team, etc.)			
Enrollment	The system shall provide access for supervisors to enroll employees into training courses, or connect to development resources stored in the LMS.	LMS	Core functionality	
Enrollment	The system shall allow for users to cancel class attendance the day of the event.	LMS	Core functionality	
Enrollment	The system shall have the ability to create automatic enrollments by multiple, user-defined criteria (classification, role, or department)	LMS	Core functionality	
Enrollment	The system shall provide access to an Outlook items for users to add to the calendar after enrolling in a course.	LMS	Core functionality	
Enrollment	The system shall provide ability to identify and add drop-in students for courses already completed.	LMS	Core functionality	
Enrollment	The system shall have the capability for electronic sign-in/tracking system for participants connected to badge/employee ID.	LMS	Not included in order form	Custom project available through Tribridge
Enrollment	The system shall have the capability to pre-enroll staff in training.	LMS	Core functionality	
Enrollment	The system shall have the capability for integration of exams, quizzes, learning application checkpoints for in-person and eLearning courses.	LMS	Core functionality	
Enrollment	The system shall have the ability to identify and automatically assign	LMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	required trainings to employees based on a variety of administrator-selected criteria.			
Enrollment		LMS		
Enrollment	The system shall have the capability to send notifications to employees for upcoming classes on their Individual Development Plan (IDP).	LMS	Core functionality	
Enrollment	The system shall have the ability to disable notifications for upcoming classes on their Individual Development Plan (IDP).	LMS	Core functionality	
Enrollment	The system shall automatically assign required learning to a user based on employee attributes (e.g. title, job type, location, etc.).	LMS	Core functionality	
Enrollment	The system shall have capability to market or advertise upcoming training events within the LMS (e.g. front page banner that rotates)	LMS	Core functionality	
Enrollment	The system shall have the ability to customize email communications (such as class reminders) on an administrator/instructor-identified schedule or on an ad-hoc basis.	LMS	Core functionality	
Enrollment	The system shall provide for automated, scheduled reminder emails to be sent to class participants.	LMS	Core functionality	
Enrollment	The system shall permit administrators to create stock template emails to use for communication to class participants.	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System *Page 65 of 78*
File No. 2434202 *MA-017-23011433*
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Enrollment	The system shall have the capability for customizable and template email notifications (registration, cancellations, reminders, waitlists, new course offerings, instructor communications, course completion, etc.).	LMS	Core functionality	
Enrollment	The system shall have a notification of outstanding items, such as non-compliance, expired certifications, etc., in the employee and manager dashboard.	LMS	Core functionality	
Enrollment		LMS		
Enrollment	The system shall have the capability to review and sign-off on documents or acknowledgements stored within the eLearning or course content.	LMS	Core functionality	
Enrollment	The system shall have the capability for administrators to simultaneously enroll or un-enroll multiple users for a given course, event or curricula.	LMS	Core functionality	
Enrollment	The system shall have the capability for managerial staff to register and cancel training for subordinates.	LMS	Core functionality	
Enrollment	The system shall have the capability for users to see their priority on the waitlist.	LMS	Core functionality See Notes	This is available in the admin view, not end-user view. Notifications can be auto generated to update users of status
Enrollment	The system shall have the capability for users' training requests to be received and processed (approved/rejected) by immediate manager and/or delegate(s).	LMS	Core functionality	

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Enrollment	The system shall have the capability to provide an event wait list function with both automatic and LMS administrator manual move to roster functionality.	LMS	Core functionality	
Enrollment	The system shall track missed trainings and send notifications to supervisors and employees automatically.	LMS	Core functionality	
Enrollment	The system shall have the capability to show upcoming and past due enrollments on the dashboard (homepage).	LMS	Core functionality	
Enrollment	The system shall allow students to retake a course they have already completed.	LMS	Core functionality	
Enrollment	The system shall have the capability for an employee to have multiple class statuses (such as complete, absent, left early, late, incomplete, etc.)	LMS	Core functionality	
Enrollment	The system's search function shall be able to search for courses and content using keywords.	LMS	Core functionality	
Enrollment	The system shall send a customizable email notification to the employee and supervisor upon enrollment in a course.	LMS	Core functionality	
Enrollment	The system shall have the capability for course and class waitlists, with ability to turn the feature on and off.	LMS	Core functionality	
Enrollment	The system shall have the capability for managers to create training reports and view and download	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 67 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	transcripts for their subordinates.			
Reporting & Analytics	The system shall have the capability to schedule and email reoccurring reports to specified recipients.	LMS	Core functionality	
System Set Up	The system shall have the capability to maintain record of communications automatically sent within the LMS.	LMS	Core functionality	
Class Completion	The system shall allow users to earn badges or distinctions for completing a certain amount of learning hours, courses, programs, etc.	LMS	Core functionality	
Class Completion	The system shall allow for entry of learning completed outside of the LMS, including specific course information (duration, state date, end date, location, instructor, company, etc.)	LMS	Core functionality	
Class Completion	The system shall allow the user to enter their earned continuing education unit(s) (CEU) per course completed.	LMS	Core functionality	
Class Completion	The system shall provide ability to archive courses so they are no longer visible for users to access.	LMS	Core functionality	
Class Completion	The system shall have capability to add-on participants after course completion.	LMS	Core functionality	
Class Evaluation	The system shall allow for course and instructor evaluations to be generated, created, modified, completed, indexed, and reported.	LMS	Core functionality	
Class Evaluation	The system shall have the capability to automate	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 68 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
	evaluations within the system, and to be triggered once status is marked 'complete.'			
Class Evaluation	The system shall have the capability to integrate evaluation capability into LMS, with ability to customize based on the class.	LMS	Core functionality	
Class Completion	The system shall have the capability to allow users' CBT/WBT progress data to be reportable to LMS administrators, at a minimum, chosen answer, correct/incorrect answers and time spent.	LMS	Core functionality	
Class Completion	The system shall have the capability to provide a tracking method for training credits and hours.	LMS	Core functionality	
Class Completion	The system shall have the capability to group content by learning roadmaps or pathways associated with a specific competency.	LMS	Core functionality	
Class Completion	The system shall have the capability to download a print-friendly user transcript.	LMS	Core functionality	
Class Completion	The system shall automatically assign an administrator-defined designation after the completion of a series of classes or program.	LMS	Core functionality	
Certification/License	The system shall allow the user to enter their certification and license information (e.g. cert/license name, provider, license number, type, effective date, expiration date, does not expire, etc.).	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 69 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

THEME	BUSINESS REQUIREMENT	MODULE	SOW/ CORE/ NOT INCLUDED	NOTES
Certification/License	The System shall allow the user to select a certification/license required indicator.	LMS	Core functionality	
Certification/License	The system shall allow the user to add attachment(s) for proof of completion certificate or license to LMS.	LMS	Core functionality	
Certification/License	The system shall have the ability to automatically create certificates when course status updates to 'complete.'	LMS	Core functionality	
Certification/License	The system shall have the capability to automatically generate, store, and print certificates.	LMS	Core functionality	
Certification/License	The system shall have the capability to maintain records of professional certifications, continuing education credits, etc.	LMS	Core functionality	
Certification/License	The system shall provide automatic certification renewal notifications.	LMS	Core functionality	
Certification/License	The System shall be able to track and send automatic email reminders with language determined by County at intervals determined by County in advance of the certification/license expiration date.	LMS	Core functionality	

County of Orange, County Procurement Office
Integrated Talent Management System
Page 70 of 78
File No. 2434202
MA-017-23011433
Cornerstone OnDemand, Inc.

CONTRACTOR APPLICATION PERFORMANCE AND SERVICE LEVEL GUARANTEE

SERVICE LEVEL AGREEMENT (STANDARD)

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

DEFECTS

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

Major Defects

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

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

Minor Defects

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

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

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

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. "I get mad whenever I think about it not working." *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*
- **Priority 2** = A feature that is annoying when it doesn't work, but multiple users are not prevented from progressing with important tasks. A work-around exists. "I get annoyed but can deal with it not working." *An example: Users' transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*
- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. "I can deal with it." *An example: An image is scaled too large on certain printed transcripts.*

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

GENERAL QUERIES

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

OFFLINE PLAYER AND MOBILE SUPPORT

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

Cornerstone will periodically release new versions of Offline Player and its mobile applications. Accordingly, technical support will be available for the then-current version and immediate prior version only. In addition, if a code change or update is required to resolve an issue, Client may be required to upgrade to the then-current version. Client's primary administrator is responsible for ensuring that the Offline Player and mobile applications are kept up-to-date, including applying available software updates.

SOFTWARE AVAILABILITY

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

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

Measurement of Availability

Measurement for availability is defined as the percentage of time the ITMS is fully operational and available when called upon during the defined reporting period. SLR reporting is further detailed in Paragraph 41, Service Level Commitment in the Contract.

Availability (%) = 100% - Unavailability (%)

Where Unavailability is defined as: Σ Unplanned Outage Duration / Assured System Availability X 100

Example:

Total System Availability	Hours of Planned Outage	Assured System Availability
100 hours	10 hours	90 Hours

Assured System Availability	Hours of Unplanned Outage	Actual Hours of System Availability
90 Hours	2 Hours	88 Hours (90-2)

Percentage of Actual System Availability
2 hours of Unplanned Outage / 90 hours of Assured System Availability = 0.023 x 100 => 2.3%
100% - 2.3% = 97.7% Availability

ATTACHMENT G

COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY POLICY

County of Orange Information Technology Security Provisions

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of County data any County systems or other resources accessed by Contractor or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

   Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment G - County of Orange Information Technology Security Standards.

   Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Upon County's written request, Contractor shall provide to County a copy of the organization's information security program and/or policies.

3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

   County may require all Contractor personnel, subcontractors, and affiliates specifically assigned to provide services to the County ("Dedicated Contractor Personnel"), and approved by County to perform work under this Contract, to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual

Dedicated Contractor Personnel to whom issued. Contractor shall provide each Dedicated Contractor Personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Dedicated Contractor Personnel having access to County data, and the respective security level or clearance assigned to each such Dedicated Contractor Personnel. County reserves the right to require the removal and replacement of Dedicated Contractor Personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Dedicated Contractor Personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53) or equivalent standard.

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by Contractor to protect its confidential information. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time as mutually agreed by the parties during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

   a) **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53) or equivalent standard. Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

   Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

6. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

7. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) promptly (but in no event more than 48 hours from the reasonably suspected or confirmed breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant information and other materials required to comply with applicable law or as otherwise reasonably required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence.

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all costs for legally required notifications incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct other than in accordance with the terms of the Contract resulting in a requirement for legally required notifications.

Notification shall be sent to:

Ed Althof	Linda Le, CHPC, CHC, CHP
Assistant Chief Information Officer	County Privacy Officer
1055 N. Main St., 6th Floor	1055 N. Main St., 6th Floor
Santa Ana, CA 92701	Santa Ana, CA 92701
Phone: (714) 834-3069	Phone: (714) 834-4082
Rafael.Linares@ocit.ocgov.com	Linda.Le@ocit.ocgov.com

8. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of County's written request for such report(s).

Contractor shall reasonably cooperate with all County security reviews at a time, scope, and cost to be mutually agreed.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding material items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

9. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when

events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage

Cornerstone generally complies with the County of Orange Information Technology Security Policy. However, Cornerstone's software as a service is certified to ISO/IEC 27001:2013 and will remain so certified with ISO/IEC 27001:2013 or its successor certification, a widely recognized certifiable standard in excess of ISO/IEC 27002-2005. Cornerstone's ISO 27001 certification was conducted by an independent third-party and recognizes companies for establishing, implementing, maintaining, and continuously improving their Information Security Management System (ISMS). Cornerstone is ISO 27018:2014 certified and will remain so certified with ISO 27018:2014 or its successor certification, and ISO 27018 controls are covered by Cornerstone's statement of applicability and audited during annual ISO 27001 audits. ISO 27018 controls are in place for the protection of personally identifiable information (PII) in the public cloud. By adhering to this standard, Cornerstone demonstrates and will continue to demonstrate that its privacy policies and procedures are robust and in line with its high standards.