

Style Definition: TOC 2

MAINTENANCE AND OPERATIONS AGREEMENT
BETWEEN
THE WCDS CONSORTIUM COUNTIES
AND
HP ENTERPRISE SERVICES, LLC

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MAINTENANCE AND OPERATIONS AGREEMENT

This Maintenance and Operations Agreement (the "Agreement") ~~was~~ entered into as of the 31st day of January 2015 (the "Agreement Effective Date"), by and between the WCDS Consortium Counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (the "Counties") and HP Enterprise Services, LLC, a Delaware limited liability company ("Contractor," as described further below). The parties referred to below shall be the Contractor and collectively the WCDS Consortium Counties.

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RECITALS

The Counties use several computer systems to support their eligibility and benefits determinations, client correspondence, management reports, interfaces and case management for public assistance programs;

These systems are currently being operated and maintained by Contractor;

The Counties issued a Request for Proposal (the "RFP"), which was dated March 1, 2013 and which, as amended by its Addenda and WCDS CalWIN M&O Procurement Vendor Questions and Answers, is incorporated into this Agreement by this reference, to find a vendor to operate and maintain these systems;

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Contractor submitted a proposal in response to the RFP, which was dated July 31, 2013, which includes Exhibit G to the extent it revises such response and the BAFO and which is incorporated into this Agreement by this reference (the "Response");

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The Counties evaluated all proposals submitted and identified Contractor as the apparently successful contractor;

Contractor desires to enter into an agreement with the Counties to provide the Counties with Deliverables and Services (as these terms are defined further below); and

The Counties and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing Deliverables and Services; and

The parties agree they will perform their respective obligations as described below in this Agreement; ~~and~~.

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As of April 1, 2017 HP Enterprise Services simultaneously became Enterprise Services LLC ("ES") and merged with Computer Sciences Corporation ("CSC") to form DXC Technology, a new parent company to ES and CSC. Subsequently, as of January 1, 2018 ES has assigned its obligations under the Agreement to DXC Technology Services LLC ("DXC"), a wholly-owned subsidiary of DXC Technology, and as such, any references to HP Enterprise Services in this document shall be deemed to mean DXC; and

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By execution of this Agreement, the Counties amend the Maximum Amount for the initial five year term (base period) as described in Exhibit A, Financial Matters; and

By execution of this Agreement, the Counties exercise their right to renew the term of this Agreement for the one three year renewal period as described in Article 2 to begin February 1, 2020 and to amend the Maximum Amount as described in Exhibit A, Financial Matters.

Therefore, in consideration of the foregoing Recitals and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions

The following terms as used throughout this Agreement shall have the meanings as set forth below.

1.1 “Acceptance”: A Notice or other form (i.e., in writing or through the Project Management Tool) provided by the Counties to Contractor to indicate that a Deliverable has conformed to its applicable Acceptance Criteria in accordance with the processes described in Section 9.2.

1.2 “Acceptance Criteria”: The extract or subset of Specifications against which each Deliverable shall be evaluated in accordance with Section 9.2 and which are described for Deliverables in DEDs, Change Requests and other Deliverables.

1.3 “Acceptance Tests”: The tests or reviews that are performed by the Counties and that must be satisfied before Acceptance can occur as set forth in Section 9.2.

1.4 “ASF”: The Application Support Facility; the Project Site where staff for the Counties reside as described in the RFP.

1.5 “Back-up Site Facility”: As of the Operations Effective Date, the backup data processing Facility to which the Systems restore in a disaster and which is located at Colorado Springs, Colorado.

1.6 “Best and Final Offer” or “BAFO”: Contractor's best and final offer in response to a request from the Counties, dated September 20, 2013.

1.7 “Central Site Facility”: As of the Effective Date, the central data processing Facility at which the Systems reside and which is located at Rancho Cordova, California, and migrated to Tulsa, Oklahoma on May 21, 2018.

1.8 “Certification”: The Counties’ receipt of Notice and detailed supporting information from Contractor that Contractor has, as applicable: completed a Deliverable in

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accordance with its Acceptance Criteria or pre-tested a Deliverable for compliance with the Specifications; and confirmed the Deliverable is ready for applicable Acceptance Tests.

1.9 “Change Request”: A written form that is used to modify, delete or add to the Deliverables or Services, in whole or in part, including without limitation to add Equipment, and that is made in accordance with the terms of Section 14, or that is made in accordance with Section 13.

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1.10 “Charges”: The amount(s) to be paid for Services and Deliverables, in whole or in part, including without limitation, Equipment, the Network, and Facilities, as described in Exhibit A.

1.11 “Confidential Information”: Various trade secrets and information of each party that either Contractor or the Counties desire to protect against unrestricted disclosure, including without limitation; with respect to Contractor, the Contractor Technology; with respect to the Counties, the Configuration and the Counties’ Data; non-public Specifications; the Software; any nonpublic information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party. The following are also hereby designated the Counties’ Confidential Information: client and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data and health information, and law enforcement records, and such other Confidential Information as is described in this definition.

1.12 “Configuration(s)”: Set up and customization of tables, schema, personal calculation rules, functions, features, operations, screens, and reports for the Software as required to meet the Specifications.

1.13 “Contractor”: HP Enterprise Services, LLC, its employees, Subcontractors, Staff and agents.

1.14 “Contractor Project Manager”: The individual chosen by Contractor and approved by the Counties with management responsibilities for Contractor, as described in Section 4.3. Also referred to as the Project Director in the RFP.

1.15 “Contractor Technology”: Intellectual property which were owned by Contractor prior to the Agreement Effective Date (including certain modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines, and which were not designed, developed or installed with Federal Financial Participation; the Pre-existing Software; and Contractor’s Confidential Information.

1.16 “Cosmetic Deficiencies”: In the Counties’ reasonable judgment after consultation with Contractor and in accordance with the Counties’ standard procedures for determining there is a Deficiency, a cosmetic or inconsequential Deficiency, although an accumulation, combination, or pattern of Cosmetic Deficiencies shall in the Counties’ reasonable judgment result in characterizing those Cosmetic Deficiencies as Deficiencies.

1.17 “The Counties’ Executive Director”: The person designated by the Counties to be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom the Counties’ signature authority has been delegated as set forth in this Agreement and other writings and the person designated by the Counties to be responsible for day-to-day management of the Counties’ resources for the Project and monitoring the status of Contractor’s performance under the Agreement. The term includes, except as otherwise provided herein, an authorized representative of the Counties’ Executive Director acting within the limits of his/her authority.

1.18 “County”: Each County included in the Counties.

1.19 “Critical Milestones”: The events and activities listed as “Critical Milestones” in Exhibit A and marked in the table in Section 2.1 in Exhibit F with a “Y”.

1.20 “Custom Software”: The modifications and changes to the Software which are designed, developed or produced by Contractor for the Counties under the Agreement.

1.21 “Data”: The Counties’ records, files, forms, data, information and other documents in electronic or hard copy form.

1.22 “Day(s)”: A calendar day or calendar day(s), unless otherwise indicated.

1.23 “DED(s)”: Deliverable expectation documents that include the Acceptance Criteria for each Deliverable.

1.24 “Deficiency”: A failure of a Deliverable or Service, or an omission, defect or deficiency in a Deliverable or Service, including but not limited to such failures, omissions, defects or deficiencies which remain on the OED from the Information Technology Agreement that the parties accepted through the Transition-In Plan, which causes it not to conform to its Specifications or significant incorrect spelling, incorrect grammar, poor quality esthetics, poor quality of documentation, or similar failures in a Deliverable.

1.25 “Deliverables”: Contractor’s products which are based on applicable Specifications and which are provided by Contractor to the Counties (either independently or in concert with the Counties or third parties) during the course of Contractor’s performance under this Agreement, including without limitation Equipment, the Network, Third Party Software as described in a Change Request, and other deliverables which are described in Exhibit F and in Change Requests.

1.26 “Documentation”: All operations, technical and other manuals used in conjunction with the Systems, in whole and in part, including without limitation manuals provided by licensors of Third-Party Software and by Equipment manufacturers.

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1.27 “Enhancements”: All updates, upgrades, additions, and changes to, and future Releases during the term for the Software in whole or in part, including without limitation: (1) updated versions of the Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (2) updated versions of Software that encompass improvements, extensions, Maintenance updates, Deficiency corrections, or other changes that are logical improvements or extensions of the Software. In addition, Enhancements will also include changes to the Software made pursuant to Change Requests.

1.28 “Equipment”: The computer hardware on which the Software and Data will operate at the Sites, and all equipment, operating system software, firmware and physical materials required for and associated with their operation, including without limitation furniture and other materials at the Sites as described in Exhibit B.

1.29 “Facilities”: The buildings and land to house certain Equipment and Project related activities hereunder.

1.30 “Federal Financial Participation”: The federal government’s share of an expenditure made by the Counties under the Agreement.

1.31 “Function(s)”: A discrete capability or function of the Software.

1.32 “Implementation”: The process for making a Software Deliverable Operational for Processing the Data in Production. Implementation shall be completed when Contractor has completed the Implementation Services according to the applicable Work Plan.

1.33 “Information Technology Agreement”: The agreement which was executed between the parties for the design, development, implementation, operations and maintenance for the Systems and which was effective as of February 28, 2000.

1.34 “Key Staff”: Contractor’s key personnel described in Exhibit F and listed in Section 4.10.9 of the Response.

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1.35 “Letter of Credit”: The letter of credit described in Section 15.8 and included at Exhibit H.

1.36 “Local County Sites”: The locations where Equipment, Software, and Project staff may be located, which are listed in the RFP Attachment D, and which may change as otherwise designated by the Counties in accordance with Section 14.

1.37 “Maintenance”: Maintenance and Support Services which shall be performed by Contractor and which are described as such in the RFP, Response and Exhibit F.

1.38 "Maximum Amount": The maximum amount payable and paid by the Counties to Contractor under this Agreement, as described in Exhibit A.

1.39 "Network": The telecommunications lines, Equipment, Software, and Services for transmitting Data and other information for the Counties among and between Sites and other specified locations and systems.

1.40 "Notice": A written document given by a party to the other in accordance with Section 22.29.

1.41 "Object Code": The binary code version of a Software program loaded into a computer's memory to enable it to perform a program function.

1.42 "Operational": The condition when a Software Deliverable or the Systems are functional in accordance with their applicable Specifications and used for their purposes in Production.

1.43 "Operations": Services which shall be performed by Contractor and which are described as such in the RFP, Response and Exhibit F.

1.44 "Operations Effective Date" or "OED": The event that occurs after Acceptance of each Software Deliverable and the Counties put the applicable Function(s) into Production.

1.45 "Performance Standards": The standards which Services will meet as described in Exhibit C.

1.46 "Pre-existing Software": All computer programs which were developed and owned by Contractor prior to the Agreement Effective Date or outside the scope of this Agreement, and any modifications thereof and derivative works based therein, and which were not designed, developed or installed with Federal Financial Participation, including but not limited to commercially available Contractor software listed in Exhibit B and proprietary software which is not generally made available as a commercial product by Contractor; and the documentation used to describe, maintain and use such Pre-existing Software.

1.47 "Processing": The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

1.48 "Production": The use of Function(s) in the Counties' production environment(s) and to perform their regular business operations.

1.49 "Project": Pursuant to the terms and conditions of this Agreement, the Maintenance, Operations, management, and use of the Systems for the administration of certain public assistance programs for which the Counties are responsible.

1.50 “Project Management Tool”: The software tool that the parties use to manage information for and other aspects of the Project; the tool is referred to as Project Portfolio Management in the RFP or shall be a substitute tool chosen by the Counties pursuant to Section 14.

1.51 “Project Plan”: The Project Plan for each Change Request and other tasks, as described in RFP Section 4.9.3.3.

1.52 “Property”: All the Counties’ Equipment, the Deliverables, and other real and personal property.

1.53 “Release”: A specifically identifiable version of the System that is (or was) placed into Production on a particular date.

1.54 “Release Effective Date”: The event that occurs after Acceptance of each Software Deliverable, the Counties decide to put the applicable Function(s) into Production, and Contractor puts the applicable Function(s) into Production.

1.55 “SAC”: The Strategic Architecture Committee described in Schedule 1 to Exhibit F.

1.56 “Schedule”: The dates described in a Work Plan for performance of Services and other Project events and activities.

1.57 “Separate Services”: The requested Services to be rendered and chargeable to an individual County pursuant to Section 13.

1.58 “Service Level Agreements”: The standards to which the Systems shall perform and which Services and Deliverables will meet as described in Exhibit C.

1.59 “Services”: The tasks and services to be performed by Contractor on the Project, as described in the Agreement.

1.60 “Site(s)”: The locations for the Equipment, Software, and Project staff, including without limitation the local County Sites, the Central Site Facility, the Project site, Contractor’s back up site and Contractor’s training sites.

1.61 “Software”: The software for the CalWIN System, the Access CalWIN System, the Benefits CalWIN System, and the SMART System (to the extent Contractor provides Services for the SMART System), as each are described in the RFP; Pre-existing Software; Third-Party Software; Custom Software; the Configuration; and all Enhancements thereto in Source Code and Object Code formats.

1.62 “Source Code”: The series of instructions to a computer for carrying out the various tasks that are performed by a computer program, expressed in a programming

language that is easily comprehensible to appropriately trained persons and that translates such instructions into Object Code which then directs the computer to perform its functions.

1.63 “Specifications”: The technical and other written specifications that define the requirements for the Project as described in the RFP, the Response, subsequent Deliverables which have received Acceptance, DEDs, the Service Level Agreements, and the Documentation. The Specifications are, by this reference, made a part of this Agreement as though completely set forth herein.

1.64 “Staff”: Contractor’s employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

1.65 “Start Date”: The Agreement Effective Date, ..

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1.66 “State”: The State of California.

1.67 “State Letters”: Letters from the Agencies of the State of [California to](#) the counties in the State, with instructions regarding the implementation of federal and State policies, laws, rules, and regulations.

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1.68 “Statement of Work”: The Statement of Work included in [Exhibit F](#), and subsequent Statements of Work which are agreed to by the parties in writing and which shall be incorporated into [Exhibit F](#) upon such agreement, detailing the Services to be performed and Deliverables to be provided by Contractor under the terms and conditions of this Agreement.

1.69 “Subcontractor”: A person, partnership, or company, which is not in the employment of or owned by Contractor and which is performing Services under this Agreement under a separate agreement with or on behalf of Contractor.

1.70 “Support”: The technical and customer support Services which are described as such in the RFP and Response and in [Exhibit F](#).

1.71 “System(s)”: The Software integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment for the CalWIN System, the ACCESS CalWIN System, the Benefits CalWIN System, MyBenefits CalWIN System, CalWIN Mobile Application System and [the SMART](#) System, as each are described in the RFP.

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1.72 “System Testing”: Functional and integration testing performed on Software Deliverables by Contractor so that Contractor can provide Certification of their readiness for applicable Acceptance Tests by the Counties.

1.73 “Third-Party Software”: Software which is developed by third parties and generally distributed for commercial use, and not specifically designed or developed for the Counties, including without limitation operating system software, tools, utilities, open source

software, and commercial-off-the-shelf software from a third party licensor and which Contractor supplies to the Counties pursuant to the terms of this Agreement.

1.74 “Unauthorized Code”: Any: (i) virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions; and (ii) back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Unauthorized Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or Operations.

1.75 “Uptime”: The time that each System is Operational, as measured 24-hours-a-day, Monday through Sunday, on a monthly basis, except for mutually agreed upon scheduled Maintenance activities. Uptime shall be as described in Exhibit C. Also referred to as “Availability” and “Available” in Exhibit C.

1.76 “User(s)”: Parties who will have use of and access to the Systems and Services.

1.77 “Work Plan”: The plan of activities for a Change Request and other tasks, as described in Exhibit F.

1.78 “Work Product”: Data and products produced under this Agreement including but not limited to, Deliverables, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Configurations, Custom Software, Data and databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

2. Term. The term shall begin on the Agreement Effective Date and shall continue for five years, subject to earlier termination as provided in the Agreement. In addition, the Counties shall have the sole discretion to renew the term for up to a total of five additional years, comprised of one 3-year period and one 2-year period. **Renewal of the Agreement term may be made by the Counties upon the same authority as provided in Section 22.26.**

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3. Financial Matters.

3.1 Charges. Subject to the Counties’ receipt of a correct invoice, Contractor’s performing its obligations as required in the Agreement, and the Counties’ exercise of their remedies, the Counties shall pay the Charges in Section 3 of Exhibit A in accordance with the Payment Schedule in Section 6 of Exhibit A for the Services and Deliverables and Change Requests in accordance with the terms of Section 3.5 for Deliverables which received Acceptance in the previous month.

3.2 Maximum Amount. The Maximum Amount shall be as set forth in Exhibit A.

3.3 Taxes. Subject to the Counties' receipt of a correct invoice, Contractor's performing its obligations as required in the Agreement, and the Counties' exercise of their remedies, the Counties shall pay for any sales or use taxes imposed on the Deliverables if the Counties receive an invoice from Contractor for such taxes within one year of the due date. Contractor must pay taxes based on Contractor's income or revenue or personal property taxes levied or assessed on Contractor's personal property to which the Counties does not hold title.

3.4 Contractor Expenses. Contractor shall pay its out-of-pocket expenses which are incurred in connection with the Agreement unless otherwise indicated in a Change Request and agreed to in writing by the Counties.

3.5 Invoices. Contractor shall submit correct invoices to the Counties' Executive Director for all Charges, expenses, and other amounts to be paid by the Counties hereunder. All invoices submitted must meet with the approval of the Counties' Executive Director or designee prior to payment. The Counties' Executive Director will, within 10 working days of receipt thereof, review invoice(s) and, if approved by Counties' Executive Director or designee, will advise Contractor to proceed processing the invoice directly to each County for payment as directed in writing by Counties' Executive Director or designee. Each County shall pay its share of each invoice as determined by the County share allocation methodology set forth in Section 8 in Exhibit A and subject to the exercise of the Counties' remedies within 30 Days following the receipt of such invoice in each County. The methodology set forth in Section 8 in Exhibit A may be modified by the Counties' Executive Director or designee in his or her sole discretion, provided any changes to the County share allocation are less than 3% of the annual County share in any County. For any annual change of such that is 3% or greater, the Counties' Executive Director or designee must obtain the approval of Counties' County Boards of Supervisors or their delegates in their sole discretion before any such change is effective. Pending approval of such changes by the County Boards of Supervisors or their delegates, Contractor shall issue invoices in the County-share ratios most recently approved by Counties for Contractor to use. After approval of such changes by the County Boards of Supervisors or their delegates, if needed, the parties shall revise and adjust invoice County-share ratios in subsequent months. In no event will the total County share allocation equal less than 100%. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.5. Incorrect or incomplete invoices will be returned by the Counties to Contractor for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement, must provide detailed supporting documentation and must be in a format as requested by the Counties, including without limitation:

3.5.1 Contractor name, address, telephone number and federal tax identification number;

3.5.2 An itemization of each Deliverable and Service;

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3.5.3 The Deliverable and Service for which payment is sought, and the Acceptance date triggering payment;

3.5.4 Applicable Charges;

3.5.5 Date of delivery and/or date of installation, as applicable;

3.5.6 Any other Project expenses or costs which are accepted on a Change Request, with a detailed, itemization of such expenses and costs, if applicable;

3.5.7 Sales or use taxes, if applicable;

3.5.8 Credits, if any; and

3.5.9 Total amount due.

3.6 Overpayments to Contractor. Contractor shall promptly, but in all cases within 30 Days, pay to the Counties the full amount of any erroneous payment or overpayment upon Notice of an erroneous payment or overpayment to which Contractor is not entitled or when otherwise discovered by Contractor.

3.7 Credits. Any credits due the Counties under this Agreement may be applied against Contractor's invoices with appropriate information attached, upon giving of notice required herein, if any, by the Counties to Contractor.

3.8 No Increases. Contractor shall not increase the Charges or Maximum Amount due from the Counties under this Agreement for all Services and Deliverables during the term of this Agreement, except as otherwise specifically permitted in the Agreement.

3.9 Funding.

3.9.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to the Counties by the applicable County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the Counties to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate as applicable.

3.9.2 If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the Counties or from the County, State and/or federal governments for the Agreement, or is not allocated or allotted in full to the Counties by County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the Counties shall seek from Contractor its recommendations regarding changes to the Project, and the obligations of the Counties to make payments will be delayed or be reduced under this Section to the extent necessary for the Counties or the Counties shall have the right to terminate the Agreement as provided in Section 21.6 or suspend the

Project as provided in Section 15.5, but without a 30 Day limit. If such funding under this Agreement is reduced as a result of such delays or reductions in funding in an amount that is less than 20% of the Charges budgeted to be paid to Contractor for Services and Deliverables in any State fiscal year and the Counties do not exercise such rights to terminate, the Counties shall determine which aspects of the Agreement shall proceed and which Services shall be performed and not performed, with Contractor's Charges for such Services and Deliverables reduced proportionately and the Contractor will be allowed to reduce or delay its associated costs for such Services and Deliverables to the same extent. If such funding under this Agreement is reduced as a result of such delays or reductions in funding in an amount that is equal to or greater than 20% of the Charges budgeted to be paid to Contractor for Services and Deliverables in any State fiscal year: (i) the Counties and Contractor shall jointly determine which aspects of the Project shall proceed and which Services shall be performed and not performed in which fiscal period, with Contractor's Charges related to such Services to be performed and associated Deliverables reduced; and (ii) the parties shall discuss whether to revise the Agreement related to Performance Standards, liquidated damages, remedies, Key Staff, the Implementation of Software version updates and other relevant terms. In these situations, Contractor shall have the right to submit claims for such costs and expenses pursuant to Section 3.9.2, and amounts held back as described in Exhibit A if the Counties utilize their rights under Section 3.9.2, and the Counties will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 21.6. Any obligation to pay by the Counties will not extend beyond the end of the Counties' then current funding period.

3.9.3 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, the Counties in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced and the Counties shall not be responsible for any costs, expenses or losses incurred by Contractor as a result of the Counties' termination of the Agreement or reduction of Services except as expressly described in this Agreement. The Counties will use reasonable efforts to provide Notice as soon as reasonably possible to Contractor if it reasonably appears that this Section 3.9 may be utilized by the Counties or be applicable at any time during the pendency of the Project.

3.10 Advance Payments Prohibited. No advance payment shall be made for Deliverables or Services furnished by Contractor pursuant to this Agreement unless otherwise mutually agreed upon in writing.

3.11 No Additional Consideration. Except as expressly provided in Exhibit A, Contractor shall not be entitled to nor receive from the Counties any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

4. Project Management.

4.1 Overall Responsibility. Contractor shall have responsibility for managing the Project to completion in accordance with the requirements of the Agreement.

4.2 Reports and Meetings. The Contractor Project Manager and other Key Staff shall participate in meetings with the Counties' Executive Director and other members of the Counties' Project team during the Project at times as mutually agreed upon or as indicated in the Statement of Work. Such meetings will include monthly leadership meetings, at which Contractor shall report on upcoming legislative and regulatory changes of relevance to the Counties, and quarterly advisory board meetings. Contractor shall also invite the Counties' Executive Director to attend Contractor's semi-annual and other applicable conferences as determined by Contractor, at which Contractor shows premier clients the future of its product lines, at no charge for registration to attend the conferences, but the Counties shall pay for their travel expenses to attend such conferences, subject to both parties' ethics and compliance function approval.

4.3 Contractor Project Manager.

4.3.1 Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and must be approved by the Counties prior to his or her appointment as Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the Counties' Executive Director.

4.3.2 Contractor agrees that the Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall have authority to make decisions and approve Change Requests.

4.3.3 If the Contractor Project Manager is removed or replaced, Contractor will promptly (and in all cases within 48 hours) provide Notice to the Counties and submit at least two resumes of other qualified candidates within 30 Days of removal or replacement of the Contractor Project Manager. Contractor must obtain approval of the replacement Contractor Project Manager from the Counties, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Project Manager within seven Days of it being vacated and shall fill the position with a permanent fulltime replacement within 45 Days of the Contractor Project Manager's removal or departure.

4.4 Contractor Staff.

4.4.1 Prior to the Agreement Effective Date, Contractor shall have provided to the Counties names of and resumes for Key Staff for the Project and their positions during the Project and Support and Maintenance. Contractor shall also provide to the Counties job descriptions for Key Staff positions.

4.4.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed during the Project from the people who were described in Exhibit F and the Response without the prior written approval of the Counties. During the term of the Agreement, the Counties

reserve the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Agreement, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Counties, subject to the Counties' compliance with applicable laws. Contractor shall provide the Counties with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Agreement prior to that person commencing to provide any Services.

4.4.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that the Counties do not assume liability for the actions of the Staff. Contractor shall ensure that any transition to new Staff will not affect the Schedule or provision of Services set forth in this Agreement.

4.4.4 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of the Counties. Contractor will indemnify and hold the Counties harmless from any and all such claims asserted against the Counties. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from the Counties (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.5 The Counties' Executive Director. The Contractor Project Manager's primary point of contact in matters of Project management shall be the Counties' Executive Director. The Counties' Executive Director or his or her designee or successor will manage this Agreement on behalf of the Counties and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement.

4.6 Reference and Background Checks. Due to the confidential nature of the information and materials which will be accessible to Contractor, the Counties shall have the right to conduct reference and background checks on Contractor Staff to be used to provide the Services. The Counties reserve the right in their sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, Contractor shall conduct its own reference and background checks for at least five previous years on Staff or their substitutes to be used to provide the Services. Contractor further agrees to cooperate fully with the Counties in completion of these requirements.

4.7 Records Retention and Access Requirements.

4.7.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall

agree to the terms which are set forth below regarding retention of records and access for County, State and federal government officials.

4.7.2 Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflects the accuracy of amounts billed to the Counties during the performance of this Agreement and their compliance with applicable laws and regulations, and shall retain all such records for six years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this Agreement.

4.7.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Counties' Executive Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Agreement, access to these items will be provided within Sacramento County, California. During the six year period after this Agreement term or one year term following litigation, delivery of and access to these items will be at no cost to the Counties. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors, subject to Section 22.20 (Force Majeure). Notwithstanding anything to the contrary herein, the Counties shall on its behalf (but without limiting other government agencies) agree to audit Contractor in accordance with the terms of the Agreement no more often than semi-annually.

4.7.4 The records retention and review requirements of this Section 4.7 shall be included by Contractor in any of its subcontracts with Subcontractors. The Counties' personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges to the Counties for services rendered in connection with an audit requested by the Counties.

4.7.5 As part of the Services, Contractor shall provide, upon the Counties' request, a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services provided to the Counties under this Agreement. In addition, Contractor shall undergo an annual SSAE No. 16 or successor audit throughout the term at the Central Site Facility and the Back-up Site Facility. As part of the Services, Contractor shall provide, upon the Counties' request, a copy of such annual SSAE No. 16 or successor audit within 30 Days of completion. If any relevant exceptions are noted in such audits, Contractor shall promptly correct those exceptions.

4.8 Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.9 Supplemental Contracts. The parties acknowledge that the Systems are being operated and maintained by Contractor as of the Agreement Effective Date and during

the Transition In Period (as defined in Exhibit F). The Counties may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate such other contractors and the Counties in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of such other contractors or for any delays which may be caused by such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

4.10 Inspections. County, State and federal agencies shall, at all reasonable times, have the right to enter Contractor's facilities, premises or such other places where duties under the Agreement are being provided to inspect, monitor, or otherwise evaluate Contractor's performance, compliance and/or quality assurance under this Agreement. Contractor and all Subcontractors must provide reasonable access to all Facilities and assistance to County, State and federal Government authorized representatives. All inspections and evaluations shall be performed by such agencies in such a manner that will not unduly delay work.

5. Services and Resources.

5.1 Performance. Contractor shall begin to perform the Services on the Start Date. Contractor shall perform the Services as described in this Agreement.

5.2 Necessary Resources. Except as specifically provided herein, Contractor shall provide the Staff and all other materials and resources necessary for the performance of the Services.

5.3 Ownership. Title to all Property furnished by the Counties shall remain in the Counties. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by the Counties under this Agreement, shall pass to and vest in the Counties as provided in Exhibit F.

5.4 Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the Counties' Executive Director, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property. Contractor shall protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor or from the failure on the part of Contractor to maintain and administer that Property in accordance with the terms of the Agreement. Notwithstanding anything to the contrary herein, Contractor shall be liable to the Counties for any damages resulting from damage to Property, which damages result from or are caused by Contractor. Contractor shall ensure that the Property is returned to the Counties in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any of the Counties' Sites, and shall do so without requesting contribution or assistance from the Counties.

5.6 Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall give Notice to the Counties' Executive Director thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property. Contractor shall surrender to the Counties all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 The Counties' Property. The Counties will provide Contractor access to and use of the Counties' Equipment as described in Exhibit F. Contractor's use of the Counties' Equipment shall be subject to the Counties' security, administrative and other requirements.

6. Equipment.

6.1 Contractor Equipment. Contractor shall provide Equipment at Contractor Sites and as described in Exhibit B.

6.2 The Counties' Equipment. The Counties shall provide Equipment at the Counties' Sites as described in Exhibit B.

6.3 Equipment and Third-Party Software Ordering and Delivery.

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6.3.1 The Counties may order Equipment and Third-Party Software from Contractor pursuant to Change Requests. Contractor will ship the Equipment and Third-Party Software to Contractor or the Counties and County Sites, as agreed upon by the parties in the applicable Change Request, Work Plan, and this Agreement. If Contractor receives the Equipment and Third-Party Software, Contractor will load the Third-Party Software and other Software on the Equipment, and Contractor will pre-test each such item of Equipment and confirm that it operates in accordance with applicable Specifications before it is shipped to a County Site or the Counties' Site. Following such confirmation, Contractor will ship the Equipment with the applicable Software to the Site(s) agreed to by the parties in writing.

6.3.2 Contractor shall deliver the Equipment and Software ordered pursuant to this Agreement on the dates specified in the Change Request and its Work Plan. For any exception to these delivery dates, Contractor must notify the Counties and obtain prior approval in writing.

6.3.3 All Equipment and Third Party Software physical deliveries made pursuant to this Agreement to local County Sites and the ASF must be complete. The Counties shall inspect and provide written acknowledgement of Acceptance or rejection of installation of the Equipment after receipt of a Notice from Contractor that installation has been completed within such other period of time as the parties agree in writing. Any such item of Equipment shall be deemed incomplete and not delivered, thereby relieving the Counties' of their inspection obligations until delivery is complete, if any item of Equipment or Third Party Software, component, or feature thereof within the ordered configuration has not been delivered, or, if delivered, not installed in accordance with its Specifications and the Change Request and its Work Plan. However, the Counties shall retain such incomplete Equipment or Third Party Software until delivery is complete. All packages must be accompanied by a packing slip which

identifies all items included with the shipment and the Counties' Change Request number. Contractor's or Contractor's delivery receipt must be signed by an authorized representative of the Counties for all deliveries made hereunder.

6.4 Loss or Damage.

6.4.1 Contractor shall ship all Equipment and Software purchased and licensed pursuant to this Agreement, freight prepaid, FOB the Counties' designated destination. The method of shipment shall be consistent with the nature of the Equipment and Software and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Equipment and Software, in whole or in part, ordered hereunder which occurs prior to installation completion, except loss or damage attributable to the Counties' acts or omissions or a force majeure event under Section 22.20 (Force Majeure); and such loss, damage, or destruction shall not release Contractor from any obligation hereunder.

6.4.2 After installation completion, the risk of loss or damage for the Equipment shall be borne by the Counties, except loss or damage which results from or is caused by Contractor.

6.5 Installation and Set-up.

6.5.1 Installation for all Equipment and Software will occur as described in Exhibit F or the applicable Change Request, Project Plan, and Work Plan. Any Equipment and Software installations done by Contractor shall be conducted by experienced and trained Staff, and shall not invalidate or void any manufacturers' warranties. Contractor will be responsible for safety conditions in the areas of work performance that it controls.

6.5.2 Contractor shall conduct its installation Services so as to minimize interference with normal activities of the Counties and shall keep the Site safe, clean and orderly at all times. Contractor will restore the Site(s) to a condition no less finished than prior to the initiation of the Equipment's installation. Upon completion of installation, Contractor will leave the Site clean and free from all of its materials, tools, and equipment not required after installation and from all rubbish and debris which result from installation.

6.5.3 Contractor shall provide confirmation that each item of Equipment conforms to its applicable Specifications following completion of installation by Contractor as required in this Agreement. Contractor agrees that the Counties shall have the right to confirm that the Equipment conforms to applicable Specifications following receipt of such confirmation. Contractor shall correct any failures of the Equipment to meet applicable Specifications following receipt of Notice from the Counties and following this confirmation inspection described in the sentence above, unless such failure is due to the fault of the Counties.

6.6 Connections to Equipment. If requested by the Counties, Contractor agrees to identify, on all items of Equipment, components, or features thereof supplied under this Agreement, all appropriate test points for connecting commercially available Equipment monitors designed to measure system capacity, performance, or activity.

6.7 Site and System Access.

6.7.1 Contractor shall have access to the Counties' Sites in accordance with applicable Change Requests and Work Plans to provide Services described in this Section, subject to the administrative and security regulations existing at the Site(s), and such other security regulations as are required because of the nature of the Systems or a Site. The Counties shall cause the Counties' Sites to be available and ready on the dates specified in the applicable Change request and its Work Plan for Equipment deliveries and installations in accordance with written site and environmental specifications agreed to by the parties, as set forth in the applicable Change Request.

6.7.2 To the extent a Site of the Counties' is not available and ready as so specified within ten business days of the applicable dates in the Work Plan and the Counties' failure to perform is not due to an event described in Section 22.20, Contractor may submit a Change Request to the Counties under Section 14.7.

6.7.3 Any subsequent alterations or modifications to Site of the Counties' which is directly attributable to incomplete or erroneous specifications provided by Contractor and which involve additional expense shall be made at the expense of Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided.

6.7.4 Contractor shall promptly, and before the conditions are disturbed, provide a Notice to the Counties' Executive Director of any latent or previously unknown physical conditions encountered at a County Site which may affect the proposed method or time for performing the work and may submit a Change Request to the Counties in accordance with Section 14.7.

6.8 Protection From Damage. Contractor shall continuously protect the Systems and County Equipment, in whole or in part, from damage, destruction or loss caused by its Staff, and shall protect the Counties' real and personal Property from damage arising from its Staff in connection with the delivery and installation of Equipment. Contractor shall be responsible for any loss, destruction, or damage to the Counties' or any County's Property which results from or is caused by Contractor's acts or omissions. Contractor shall repair any damage, destruction, or loss at the Counties' Sites caused by Contractor.

6.9 Notice of Damage. Upon the loss of, destruction of, or damage to any Property, under this Section, of the Counties or any County, Contractor shall notify the Counties' Executive Director thereof and, subject to direction from the Counties' Executive Director or her or his designee, shall take all reasonable steps to protect that Property from further damage.

6.10 Additions. The Counties may add items of Equipment and Software to the System in accordance with the Change Request or other ordering procedures and standard configurations for Equipment and Third-Party Software agreed to in writing by the parties. Such additions shall work with the Systems in accordance with the Specifications and shall be subject to all of the terms and conditions of this Agreement.

6.11 Changes or Cancellations. The Counties may change or cancel items of Equipment and Software prior to shipment. If the Counties issue a Change Request or other

mutually agreed upon form causing a delivery delay or cancels an order less than 20 Days prior to scheduled shipment, the Counties may be subject to a restocking charge, provided that imposing such charges is part of Contractor’s existing policies. Such charges would be equal to Contractor’s actual costs of restocking, which shall in any case be no greater than five percent of the Charges for the Equipment being delayed or cancelled.

6.12 Codes. Contractor shall comply with all required Federal, State and local codes, inspection standards and ordinances which apply while performing installation Services and which exist at the time of the applicable installation. In the event that Contractor is not performing in compliance with such required codes, inspection standards and ordinances, Contractor shall remedy such noncompliance at no charge to the Counties.

6.13 Operations Documentation. Contractor shall, upon commencement of performance, provide to the Counties such current diagrams, schematics, manuals, and other Documentation necessary for the operation of the Equipment by the Counties or a third party. There shall be no additional charge for such Documentation.

7. Network.

7.1 General,

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7.1.1 Contractor shall provide the Network Management Plan within the Systems Operations Plan Deliverable, as described in Section 4.3.22.3 of the RFP and the Response, in accordance with applicable Specifications.

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7.1.2 Pursuant to the Network Specifications developed by Contractor pursuant to the Network Management Plan within the Systems Operations Plan Deliverable as described in Section 4.3.22.3 of the RFP and the Response, and following the completion of an approved Network installation Schedule, Contractor shall connect the Equipment of Counties’ Sites to the Contractor’s Network.

7.1.3 Contractor shall verify and test the circuits and Equipment to its own and the applicable supplier’s standards and for monitoring and managing the installed Network.

7.1.4 Contractor shall not be liable for disruption or failure of the Network to the extent such disruptions or failures are caused by failures of the County-operated or State-operated telecommunications facilities, if any, used for the Network.

7.2 Network Impact of Office Relocations. If Sites of the Counties change during the term, Contractor shall specify the new Network compliance requirements for the relocated Site, and the Counties will be responsible for scheduling and implementing new Network component installation and old Network component removal.

8. Facilities.

8.1 Central Site Facilities. Contractor shall provide a Central Site Facility for the Systems as described in Exhibit F.

8.2 Development Environment Facilities. Contractor shall provide a development environment to support the Software and other development and testing requirements for the Project.

8.3 Office Facilities. Contractor shall lease office Facilities to house the Project. These Facilities shall provide space (as described in Exhibit F) to accommodate the Counties' Project team, as well as the required on-site Contractor Staff, subject to Contractor's and the Counties' agreement upon Contractor's space requirements.

8.4 Facilities Costs. Contractor shall be responsible for all costs related to the operation of each Facility, including, but not limited to, leasehold improvements, utilities, security, telephone, office equipment, supplies, janitorial services, storage, transportation, insurance, fax and copy machine equipment and supplies. Also included is the telephone system required to support help desk call routing and tracking.

8.5 Facilities Furnishings. Contractor shall provide furnishings including but not limited to furniture and general office equipment which is specified in the RFP and Section 4.11.4 of the Response and which is used in office Facilities and the Central Site Facility for the Project. Any such furnishings needed in the Counties' Sites will be provided by the Counties. Any such needs which exist in a Contractor owned or supplied development environment facility will be provided by Contractor.

8.6 Contractor Liaison. Contractor shall designate an individual or individuals as liaison on all Facility-related matters.

9. Acceptance Process for Deliverables and Services.

9.1 General.

9.1.1 Contractor shall provide the Counties with the Deliverables and Services according to the Work Plans and as described in the RFP, the Response, and other parts of this Agreement. Contractor shall utilize the Specifications, the DEDs, the RFP, the Response, the Deliverables for which the Counties have previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables and Services. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 Days after termination or expiration of this Agreement and shall provide the Counties on its request with a copy thereof until that time.

9.1.2 All Deliverables shall be subject to the Counties' Acceptance, including without limitation Deliverables provided pursuant to Change Requests. All Services which are subject to Acceptance Tests shall have their Acceptance Criteria described in DEDs and shall be described in and included in Deliverables as identified in Exhibit F or mutually agreed Change Requests pursuant to Section 14, such as training Services which shall be completed by Contractor and described in a monthly status report. The Counties' review of Deliverables shall be in accordance with the time frames therefor set forth in the applicable Work Plans.

9.1.3 The Work Plan shall include Deliverables that are described as Critical Milestones in the Agreement and others, if any, mutually agreed upon in a Change Request. A breach of a Critical Milestone shall be subject to the procedure in Section 21.1 before the Counties can exercise the remedy in Section 21.1. In addition, updated versions of the Work Plan which receive Acceptance by the Counties shall be incorporated by reference into the Agreement without requiring an Agreement amendment.

9.2 Deliverables Acceptance Process.

9.2.1 Upon delivery of a Deliverable and receipt of Certification from Contractor that the Deliverable meets its Acceptance Criteria, the Counties will, with Contractor's assistance and in accordance with the Change Request and other applicable Project documents, review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria. The Counties will provide Acceptance for a Deliverable if it has no Deficiencies (except Cosmetic Deficiencies). However, if a Deficiency (except for Cosmetic Deficiencies) is found, the Counties will notify Contractor with the Project Management Tool, in an email or in a written Notice or other document of Deficiencies used as the grounds for the Counties' decision not to give Acceptance. The Counties shall use diligent efforts to provide thorough lists of such Deficiencies as soon as feasible in accordance with the times for their review and testing in the Work Plan or as provided below. Disagreements between the parties regarding the testing process shall be promptly escalated by the parties to the Counties' Executive Director and the Contractor Project Manager who will use diligent efforts to resolve such disagreements. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to the Counties which will review or perform Acceptance Tests on the Deliverable to verify whether the Deliverable lacks Deficiencies except for Cosmetic Deficiencies) and with the Project Management Tool, in an email or in a written Notice or other document shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and the Counties' review of Deliverables shall be in accordance with the timeframes therefor set in the Work Plan and other Project documents. If time periods for correcting Deficiencies by Contractor and reviewing and retesting corrected Deliverables are not in the Work Plan or another Project document, each such time period shall be ten business days. However, the parties shall initiate Change Requests if the Counties request changes to or additional Functions for the Deliverables, which are not included in the applicable Specifications for such Deliverables, during the Counties' Acceptance Test process.

9.2.2 If Contractor is unable to correct all Deficiencies (except for Cosmetic Deficiencies) within the number of Days indicated in the Work Plan following the Deliverable's scheduled Acceptance, or if no such date is in the Work Plan, within 30 Days of such scheduled Acceptance, the Counties may, at their option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; (c) set-off from the Charges to the extent the Counties determine the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the Deliverable; or (d) after completion of the process set forth in this Section 9.2 and providing Notice of default to Contractor, reject the Deliverable and terminate this Agreement as provided in Section 21.2.

9.2.3 Notwithstanding anything to the contrary in this Agreement, the parties shall use the following alternative process, also known as a “go-to-green plan”, when the Counties and Contractor determine that there is a new requirement for the Systems, and the deadline for Implementation of Software with such requirement does not allow for the parties to use or meet the time periods and testing, review and correction processes described above in this Section 9.2. If the Counties and Contractor make this determination, there will be a Change Request pursuant to Section 14 opened for the new requirement. A corresponding “go-to-green” plan will be developed that describes: (i) the scope of work; (ii) Deliverables; (iii) time periods and deadlines for delivery, testing, and other activities; (iv) limitations on or changes to remedies that will apply to the Change Request work, subject to the last sentence of this Section 9.2.3; and (v) other unique aspects of the work performed pursuant to the Change Request. Contractor shall correct Deficiencies, which are found by either party after a Deliverable has been implemented into Production in accordance with the terms of this Change Request, by the earlier of Implementation of the next regularly scheduled Release of Updates for the Software or 90 Days following the effective date of the Change Request, unless the Change Request indicates when Contractor shall otherwise correct such Deficiencies. Except for the remedy in Section 14.6 (Termination), the Counties’ remedies associated with such Change Request shall not apply until the next regularly scheduled Release of Updates for the Software unless the Change Request indicates when such remedies would apply.

9.2.4 Notwithstanding the foregoing, if the Counties determine that Deliverables, which have previously been described in a Change Request, need to be changed and implemented into Production before System Testing and/or Acceptance Tests can be completed:

- (i) the Counties shall have the right to issue a revision (e.g., a deviation or addendum) to an existing Change Request;
- (ii) Contractor shall perform the work required in the changed Change Request in accordance with Section 14;
- (iii) the Contractor Project Manager and the Counties’ Executive Director shall meet to discuss and describe in the revision to the existing Change Request:
 - (a) possible approaches to correcting Deficiencies that arise after the changed Deliverable is in Production; and
 - (b) whether to hold in abeyance the Counties’ exercising their remedies related to such Deficiencies and Service Level Agreements only for the Deliverable(s) subject to the changed Change Request (but not other Deliverables) to the extent that such Deficiencies are a result of the revision (e.g., a deviation or addendum) as described in subsection 9.2.4(i).

9.3 Release Effective Date. After Acceptance of a Release, the Counties shall, with input from Contractor, determine whether the Release is ready for its Release Effective Date.

9.4 Deleted by Agreement of the Parties.

9.5 Interpretation of Deliverables. In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents that are part of this Agreement, including without limitation, a Deliverable that has already received Acceptance, the RFP and the Response, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest the Counties-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements can be omitted from the Specifications without the written consent of the Counties' Executive Director.

9.6 Knowledge Transfer. While constructing and developing the Deliverables, Contractor shall demonstrate and provide information to staff designated by the Counties about the functions and operations of all such Software in accordance with the Specifications and the Change Request and its Project Plan and Work Plan.

10. Licenses.

10.1 Pre-existing Software, Other Contractor Technology, And Third-Party Software Licenses. Contractor hereby grants the Counties: (a) a nonexclusive, perpetual license to use and reproduce the commercially available Pre-existing Software listed in Sections II.A.1 and II.B.2 (except for Software which is marked with a "Y" in the column entitled "Used In Operations Service Delivery") of Exhibit B which Contractor provides to or makes available to the Counties in Object Code format; (b) a nonexclusive, perpetual, irrevocable and non-terminable license to use, reproduce, modify, and prepare derivative works based on any Contractor proprietary Pre-existing Software, which Contractor shall provide to or make available to the Counties in Source Code format, and other Contractor Technology that is listed in Section II.B.1 of Exhibit B and that is or should be listed in the Project Management Tool for the Counties' internal purposes related to the Project; and (c) a nonexclusive, perpetual license to use and reproduce (to the extent permitted in the Third-Party Software license agreement) the Third-Party Software which Contractor provides to or makes available to the Counties in Object Code format for the Counties' internal purposes related to the Project. In addition, commercially available Pre-existing Software which is licensed by Contractor to the Counties under this Agreement and which is listed in Sections II.A.1 and II.B.2 of Exhibit B shall also be subject to the terms of Exhibit E following expiration or termination of this Agreement. These licenses shall extend to any County's information technology and telecommunications outsource vendor or vendors, including any subcontractors or successor(s) to the outsource vendor(s) for use on the Project. Contractor shall list in the Project Management Tool all Contractor Technology (including but not limited to Pre-existing Software) and Third-Party Software that Contractor uses on the Project during the term and that could have an impact on the Maintenance or Operation of the Systems or Project within ten Days of such use. Such use will include without limitation embedding the Contractor Technology or Third-Party Software in a Deliverable, providing or making it available to the Counties, or using for fulfilling its obligations under the Agreement.

10.2 Source Code Contractor shall provide the Counties with a copy of the Source Code and updated associated technical Documentation for the Custom Software in its

then current condition and for the other Software which is owned by or otherwise licensed to the Counties during the term in Source Code format and which is in Contractor's possession quarterly and within ten business days of a request from the Counties. Contractor shall electronically transmit by telecommunications facilities such Source Code and Documentation at no additional cost in a format acceptable to the Counties.

10.3 Term. The licenses in Section 10.1 are granted when the Counties first obtain access to or directly use the Contractor Technology and Third-Party Software under the terms of this Agreement, in whole or in part, and the licenses continue until the Counties return the Pre-existing Software, Third-Party Software and other Contractor Technology and copies thereof to Contractor or Third-Party Software licensor, erase such Pre-existing Software and other Contractor Technology from their Equipment's storage media, and terminate the Agreement, subject to termination following termination or expiration of this Agreement as provided in applicable license agreements, except as provided in Section 10.1(b).

10.4 Title. Contractor and its suppliers hold all right, title and interest in the Pre-existing Software and Contractor Technology.

10.5 Documentation. Contractor shall provide to the Counties one set of Documentation or electronic access to Documentation for Software, as well as the System, during the term, and Contractor shall transfer licenses to Documentation, which is marked with a "Y" in the column entitled "Transferable License to WCDS" and shall transfer licenses to Documentation which is listed in Section III of Exhibit B for the Counties' use following expiration or termination of the Agreement, to the Counties. Contractor shall provide to the Counties all such Documentation for use in electronic format compatible with Microsoft Corporation's then-generally available Office products, Adobe products, or comparable then-standard formats, and a written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefor. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation Documentation on a web site, Contractor may fulfill the obligations set forth in this Section by providing the Counties access to its web-based Documentation information. Contractor may also provide such information on CD-ROM. If the Counties wish to copy, modify or otherwise use that Documentation for any purpose or use parts of such Documentation in another document, Contractor shall seek such permission from the manufacturer or licensor if Contractor does not already have authority to copy, modify or otherwise use such Documentation. The Counties may seek permission directly from the manufacturer or licensor or may ask Contractor to obtain permission to use, modify and reproduce such Documentation. If Contractor uses Documentation owned by third parties for training on the Software, Contractor shall obtain permission to use such Documentation or otherwise shall develop training materials which shall be owned by the Counties as Work Products without use of the third parties' Documentation. Those materials developed by Contractor shall be available to the Counties to modify or use for the Counties' needs.

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10.6 Copies. The Counties will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in

whole or in part, or on any form of the Pre-existing Software, Contractor Technology and the Documentation.

10.7 Restrictions. Except as permitted by this Agreement, any license agreement following expiration or termination of this Agreement, or by law, the Counties agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Pre-existing Software or any copy of it which is provided only in Object Code format.

10.8 Replacements. The Counties shall be entitled to exercise its rights to Pre-existing Software and Third-Party Software on the Equipment or any replacement equipment used by the Counties, and with any new platform (e.g., operating system software, database, and other associated software-related products) to which Contractor moves the Pre-existing Software and Third-Party Software and with replacement Pre-existing Software and Third-Party Software without payment of additional Charges or other amounts under this Agreement, including but not limited to Exhibit E, or any Third-Party Software license agreement following expiration or termination of this Agreement.

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10.9 Third-Party Software Licenses. Contractor shall assign or otherwise provide a license agreement to the Counties to Third-Party Software upon expiration or termination of the Agreement to the extent permitted by the Third-Party Software license and as indicated in Exhibit B. Prior to utilizing any Third-Party Software product that may be included as part of a Software Deliverable to the Counties and that could be licensed directly to the Counties by the licensor if the Third-Party Software would be installed on the Equipment of the Counties or their designee, Contractor shall provide copies of any applicable license agreement from the licensor of the Third-Party Software as part of the review process by the SAC to allow the Counties to pre-approve such license agreement, and the Counties shall approve, reject or request changes to such license agreements within two weeks of receipt.

10.10 Versions. Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third-Party Software products in accordance with the terms of Schedule 1 to Exhibit F (Process to Manage Software Version Currency). The Contractor will provide to the SAC a Software upgrade plan Deliverable at no additional charge for such Services. However, Contractor shall not maintain any Third-Party Software versions, including one version back, if any such version would prevent the Counties from using any Functions, in whole or in part, in accordance with applicable Specifications for the Counties' then current version of the Systems. Any additional costs that are charged by a Third-Party Software manufacturer for an upgrade to a Third-Party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by Contractor as part of its monthly Maintenance and Operations Charges described in Exhibit A, Section 6.

10.11 State and Federal Governments. In accordance with 45 C.F.R. 95.617 and 45 C.F.R. 92.34, all appropriate State and federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation under 45 CFR subpart F; (ii) associated Documentation designed, developed, or installed with Federal

Financial Participation under the Agreement; (iii) the copyright in any work developed under this Agreement, a grant, sub-grant or contract under a grant or sub-grant; and (iv) any rights of copyright to which Contractor purchases ownership under this Agreement.

11. The Counties' Ownership Rights.

11.1 Software and Modifications. The Counties will have all ownership rights in Software (in Source Code and Object Code formats) or modifications thereof and associated Documentation designed, developed or installed with Federal Financial Participation under 45 CFR subpart F. In addition, the Counties shall own all right, title and interest in and to its Confidential Information, the Counties' intellectual property, the Counties' equipment, Equipment purchased by the Counties for the Project pursuant to Change Requests, including but not limited to Equipment purchased under Section 13, and the other Work Products (including but not limited to Custom Software but not including Contractor Technology for purposes of this Section 11) and the Configurations.

11.2 Transfer of Ownership by Contractor. Contractor shall take all actions necessary and transfer ownership of each Work Product to the Counties upon its Acceptance. As between the parties, the Work Products shall be deemed works made for hire of the Counties for all purposes of copyright law, and copyright shall belong solely to the Counties. In the event that any such Work Product is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such Work Product to the Counties. Contractor shall, at the expense of the Counties, assist the Counties or its nominees to obtain copyrights, trademarks, or patents for all such Work Products in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the Counties all the right, title and interest in and to such Work Products. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

11.3 Data. Contractor shall provide the Counties with a copy of the Data which is on the Equipment used for the Systems within five business days of a request from the Counties. Contractor shall provide such Data at no additional cost on magnetic media in a format acceptable to the Counties.

12. Warranties.

12.1 Deliverables. Contractor represents and warrants that each Deliverable, including without limitation, each of the Systems, shall conform to and perform in accordance with its applicable Specifications as provided herein, with the exception of Cosmetic Deficiencies as permitted in Section 9.2 of the Agreement. Contractor shall promptly in accordance with applicable Performance Standards in Exhibit C repair or replace each of the Deliverables that does not meet its applicable Specifications as provided herein at no additional charge to the Counties.

12.2 Services.

12.2.1 Contractor represents and warrants that:

12.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner;

12.2.1.2 Time shall be of the essence in connection with performance of the Critical Milestones; and

12.2.1.3 The Services will comply with the Service Level Agreements and Specifications, if any.

12.2.2 Contractor shall promptly in accordance with Exhibit C re-perform Services which are not in compliance with such representations and warranties at no cost, unless such non-compliance is due to an event described in Section 22.20 (Force Majeure), to the Counties.

12.3 Equipment. Contractor warrants that:

12.3.1 Upon delivery to the Counties the Equipment will be new and unused;

12.3.2 The Counties' use and possession of the Equipment will not be interrupted or otherwise disturbed by any person or entity asserting a claim under or through Contractor; and

12.3.3 Each item of Contractor-provided Equipment, component, or feature thereof delivered hereunder to County Sites and the ASF will conform to the detailed manufacturer's Specifications of such item and its configuration in all respects for the System including, but not limited to, physical characteristics, operating characteristics, space requirements, functionality, power requirements, maintenance or warranty characteristics, modularity, and comparability. Any such configuration shall be deemed incomplete and not delivered, thereby relieving the Counties' of their inspection obligations until delivery is complete, if any item of Contractor-provided Equipment component, or feature thereof within that configuration has not been delivered, or, if delivered, not installed or operational at County Sites and the ASF in accordance with its Specifications.

12.4 Intellectual Property Rights

12.4.1 Contractor warrants that it is the owner of the Work Products that are to be transferred and assigned to the Counties in accordance with Section 11.2 or otherwise has the right to grant to the Counties the licenses (including but not limited to licenses to Third-Party Software) described herein without violating any rights of any third party.

12.4.2 Contractor represents that, as of the Start Date, there is no actual or threatened suit by any such third party based on an alleged violation of the rights granted or licensed by Contractor to the Counties hereunder.

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12.4.3 Contractor warrants that the Work Products shall not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right.

12.5 Network. Contractor represents and warrants that the Network shall conform to and perform in accordance with its Specifications. Contractor shall promptly repair or replace the Network, in whole or in part, to the extent that it does not meet its Specifications at no additional charge to the Counties, except for County-operated or State-operated telecommunications facilities, if any, used for the Network.

12.6 Legal and Regulatory Compliance. Contractor represents and warrants that the Services, Deliverables, and Contractor-provided Facilities shall comply with all applicable federal and State laws, regulations, codes, standards and ordinances, subject to Section 14.8. In the event that any Services performed or any Deliverables or Facilities provided by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Service, Deliverables, and Facilities into compliance in accordance with and subject to Section 14.8. In addition, Contractor shall be responsible for and shall indemnify the Counties against any fines, penalties, sanctions, or disallowances which are imposed on the Counties or Contractor and which arise from any noncompliance with the federal or State laws, regulations, codes, policies and guidelines that affect or apply to Contractor's or its Subcontractors' performance of their obligations.

12.7 No Unauthorized Code.

12.7.1 Contractor warrants that, at the time it is made available or provided to the Counties, the Software and Equipment shall not contain Unauthorized Code, that Contractor has tested such Software and Equipment for such Unauthorized Code using industry standard tests, and that Contractor has not found any such Unauthorized Code. Contractor warrants to the Counties that the Software and Contractor Technology under this Agreement shall contain no Unauthorized Code when it is made available or provided to the Counties. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the Counties' use of or access to the Software, Data, or Services, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software and Services provided to the Counties under this Agreement.

12.7.2 In the event of a breach of these warranties, Contractor shall immediately assign at least one knowledgeable and qualified Staff representative, who will begin work after telephonic notice by the Counties on curing such breaches. This representative will be dedicated to remedy the Deficiency, failure, malfunction, defect, or problem at no cost to the Counties.

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12.8 Authorization. Contractor represents and warrants that:

12.8.1 Contractor is a limited liability company, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

12.8.2 It has the full power and authority to grant to the Counties the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

12.8.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

12.8.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

12.8.5 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

12.8.6 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

12.8.7 It shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

12.9 Ability to Perform. Contractor represents and warrants that:

12.9.1 Contractor has the financial stability to carry out at least six months of Services during any period of this Agreement without reimbursement for the Services or expenses;

12.9.2 Contractor has the financial resources to fund the capital expenditures required under the Agreement without advances by the Counties or assignment of any payments by the Counties to a financing source; and

12.9.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement.

12.10 Compatibility. Contractor warrants that it shall maintain the Software, Equipment and Network for the Systems to operate in accordance with applicable Specifications if Contractor upgrades or replaces such Software, Equipment, or Networks, in whole or in part at no additional cost unless the Counties or third parties directly implement a change that negatively impacts the Systems. If the Counties or other third parties directly implement a change that negatively impacts the Systems, a Change Request will be submitted under Section 14.8.

12.11 Service Level Agreements.

12.11.1 Contractor warrants that it shall maintain the Systems, in whole and in part, to meet the Service Level Agreements.

12.11.2 Contractor and the Counties will conduct tests for measuring and certifying the achievement of the Service Level Agreements as described in Exhibit C. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Systems against the applicable Service Level Agreements. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Service Level Agreements, and will be subject to audit by the Counties. Contractor will provide the Counties with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

12.11.3 If one or more of the System fails to meet all Service Level Agreements, Contractor shall modify, reconfigure, upgrade or replace Equipment, the Network, and/or Software at no cost to the Counties in order to provide Systems that comply with such Service Level Agreements.

12.12 Disclaimers. WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES AND DELIVERABLES, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

13. Separate Services and Products.

13.1 County Requests. Each County may ask Contractor to sell it equipment, third-party software licenses, or deliverables, and to perform special jobs, in addition to the Services described in Exhibit F or Change Requests between the Counties and Contractor, to be paid for by each requesting County in accordance with a Change Request, which is substantially similar to Change Requests used by Contractor and the Counties between that County and Contractor, as long as such separate services, equipment, third-party software or deliverables do not conflict with the Services, Equipment, and Deliverables provided to the Counties set forth in this Agreement, are substantially similar to those provided to the Counties under this Agreement, are related to the Systems, and take into consideration the available resources and capabilities of Contractor. Contractor will also notify the Counties immediately if

it learns that a service, equipment, third-party software license or deliverable being provided by Contractor to an individual County impacts or could potentially impact the Systems or Services under this Agreement. To the extent specified in the Change Request for each County and subject to written approval by the Counties' Executive Director of such Change Request, such jobs may include:

13.1.1 Changes to Software programs in which less than a simple majority of the participating Counties concur. If so stated in a Change Request, such changes shall be made so that the programs will remain identical in all operating locations. The Counties making the request shall pay the costs of distributing the changes to such Counties;

13.1.2 Documentation, differing from that provided in the Services, resulting from differing County needs.

13.1.3 Implementation Services for the Systems, if the County chooses to request Contractor's provision of this Service rather than providing such Service itself.

13.1.4 Contractor correction of Deficiencies in the Systems caused by the requesting County;

13.1.5 Assistance in training, Operations, or any other areas as desired;
and

13.1.6 Purchase of services to design, develop, and implement deliverables, which shall be subject to the terms of the Agreement, except that individual Counties will have the right to terminate the Change Request for such deliverables but not this Agreement, and the Counties shall not be in breach of the Agreement if an individual County is in breach of that County's obligations in its Change Request or exercise of its rights under the Agreement; and

13.1.7 Purchase of equipment and any associated third party software licenses in accordance with Section 6.3 of this Agreement.

13.2 Notice to the Counties of System Software Changes. If Contractor discovers or is apprised by a County that Services will impact or require changes to software which Contractor developed through Separate Services, Contractor will promptly notify the affected Counties.

13.3 Standards. Unless otherwise agreed in separate Change Request, Contractor shall utilize the same standards for Separate Services and provide the same type of applicable Documentation as set forth in written Specifications unless otherwise directed by the requesting County.

14. Changes.

14.1 Changing Government Programs.

14.1.1 The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 14, Contractor has provided for or will provide for adequate resources, at no additional cost to the Counties, to reasonably accommodate such changes during the term, subject to the Change Request process of this Section 14.

14.1.2 The Parties also acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable federal and State laws, regulations, codes, policies, or guidelines that affect the performance of the Services and Systems.

14.1.3 Contractor will use diligent and affirmative efforts to identify future changes in applicable federal or State legislative enactments and regulations and the impact of such changes on the performance of the Services or Deliverables or the Counties' use of the Services or Deliverables. Contractor shall apprise the Counties of such changes that the Contractor is aware of and work with the Counties to identify the impact of, and how to implement, such changes on how the Counties use the Services or Deliverables. However, Contractor shall be in material breach of the Agreement if it does not use diligent and affirmative efforts to identify such future changes. Contractor shall report on such changes in writing to the Counties on at least a monthly basis at Project leadership meetings and at least on a calendar quarterly basis at the advisory board meetings.

14.2 Issuance of Change Requests. The Counties may, at any time by a written Change Request, request changes within the scope of the Agreement, and corrections of Deficiencies caused by the Counties failing to perform their obligations under the Agreement or by events described in Section 22.20 (Force Majeure). Such changes may include, without limitation, revisions to Deliverables or Services.

14.3 Contractor Response to Change Request. In the ordinary course of work on the Project, Contractor shall respond in writing to a Change Request within 20 Days of receipt, advising the Counties of any costs and providing a Work Plan. If the Counties submit a Change Request to Contractor that is based on a request from the State to provide information about a change to the Systems on less than 20 Days, Contractor shall use its diligent efforts, to respond in writing to such Change Requests (i) within three business days of receipt, advising the Counties of its estimates of any costs and providing an estimated schedule resulting from such changes and (ii) within 20 Days of receipt, advising the Counties of its costs and providing a Work Plan for such changes, subject to the Counties providing Contractor with sufficient (in the Counties' reasonable judgment) information to allow Contractor to advise the Counties of its costs and to provide a Work Plan for such changes. However, Contractor's failure to respond in writing to such Change Requests within three business days of receipt as provided above shall not cause Contractor to be in breach. When there is a cost impact, i.e., increase or decrease in Charges, Contractor shall advise the Counties in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and the Counties'

personnel needed to effect this change. Contractor shall produce Deliverables and provide Services under Change Requests on a fixed price basis. The Counties shall not pay Contractor for preparing Change Requests or preparing pricing and scheduling information in response to Change Requests issued by the Counties.

14.4 Agreement on Change Request

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. The Contractor Project Manager and the Counties' Executive Director shall negotiate in good faith and in a timely manner as to the price for amounts over the Maximum Amount specified in Exhibit A and the time to perform any Change Request. If the parties reach an agreement on a Change Request in writing, and the Change Request is executed by authorized representatives of the parties, the terms of this Agreement shall be modified accordingly. The parties will execute a formal Agreement amendment for any Change Request that increases or decreases the Maximum Amount. All Change Requests must be executed by the Counties' Executive Director. Increases to the Maximum Amount set forth in Exhibit A, Section 1, may be made upon the same authority as provided in Section 22.26. In no event shall the Charges be increased nor shall time be extended in a Change Request to correct Systems Deficiencies caused by Contractor. In addition, in response to questions from the Counties, State or Federal government about the Systems or for guidance to Contractor about the Systems, such as conducting narrow or small structured query language database searches or minor work that can be performed incidental to other Maintenance and Operations Services, Contractor will provide up to 450 hours per quarter. These hours do not roll over to the next quarter if not used during the quarter.

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14.5 Disagreement. If the parties are unable to reach an agreement in writing within 15 Days of Contractor's response to a Change Request, the Counties' Executive Director may make a determination of the revised price and Schedule, and Contractor shall proceed with the work according to such price and schedule which shall be included in the resulting Change Request, subject to Contractor's right to appeal the Counties' Executive Director's determination of the price and/or Schedule to the dispute resolution process under Section 18. If Contractor appeals the Counties' Executive Director's determination of the price and/or Schedule to the dispute resolution process under Section 18, the Counties shall pay for such work up to the price determined by the Counties' Executive Director until all amounts in such price are expended, after which Contractor shall continue performing such work until completion of such dispute resolution process related to this Change Request. If there is a mutually acceptable completion of such dispute resolution process, the Counties shall pay Contractor in accordance with the terms of how the dispute was resolved pursuant to such dispute resolution process. Nothing in this Section 14.5 shall in any manner excuse Contractor from proceeding diligently with the Agreement as changed by the Change Request.

14.6 Termination. If Contractor fails or refuses to perform its Services pursuant to Section 14.5 or to an agreed and executed Change Request, Contractor shall be in material breach of this Agreement, and the Counties shall have the right to terminate the Agreement for such a breach in accordance with Section 21.1.

14.7 Contractor Submission of Change Request. Contractor may also submit a Change Request to the Counties to propose changes that should be made within the

scope of the Agreement and to propose corrections of Deficiencies which are caused by the Counties failing to perform their obligations under the Agreement or by events described in Section 22.20 (Force Majeure). Any such Change Request shall include proposed costs and a proposed schedule, including a breakdown of the number of Staff hours by level of Contractor and the Counties personnel needed to effect this change. The Counties shall respond to such Change Requests from Contractor within 20 Days of receipt. If the parties reach an agreement on a Change Request in writing, and the Change Request is executed by authorized representatives of the Parties, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the Counties' Executive Director will be deemed to have rejected the requested Change Request.

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14.8 Change Requests Due to Statutory or Regulatory Changes

14.8.1 If there are changes in applicable federal and State laws, regulations, codes, standards and ordinances that affect the Services or Deliverables, including but not limited the Systems, such changes shall be subject to Change Requests pursuant to Section 14 of this Agreement. Contractor shall obtain and utilize the direction of and interpretation by the Counties of changes in applicable federal and State laws, regulations, codes, standards and ordinances that occur after the Operations Effective Date and that affect the Services or Deliverables before designing, developing and implementing any Deliverables or performing Services affected by such changes. If any Services or any Deliverables, including but not limited to the Systems, have Deficiencies because they violate laws, regulations, codes, standards and ordinances after the Operations Effective Date and following Contractor's performance of Services pursuant to such Change Requests described above, Contractor shall correct such Deficiencies in such Services and Deliverables at no cost to the Counties unless any such Deficiency was caused by the Counties, in which case Contractor shall bring the Services and Deliverables into compliance in accordance with Section 14.

14.8.2 If there are changes in applicable federal and State laws, regulations, codes, standards and ordinances that occur and that affect the Contractor-provided Facilities, such costs incurred by Contractor to bring the Contractor-provided Facilities into compliance shall be subject to no-cost Change Requests pursuant to Section 14 of this Agreement and to the direction and interpretation thereof by the Counties. If any Contractor-provided Facilities violate such laws, regulations, codes, standards and ordinances, Contractor shall bring the Contractor-provided Facilities into compliance at no cost to the Counties unless any such violation was caused by the Counties, in which case Contractor shall bring the Facilities into compliance in accordance with Section 14.

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14.8.3 Contractor shall obtain and utilize the direction of and interpretation by the Counties of all applicable federal and State laws, regulations, codes, standards and ordinances in connection with the design, development and Implementation of any Deliverables.

14.8.4 The Counties shall not submit a Change Request to Contractor to perform Services that would violate State law or foreclose Contractor from performing work under State law. If Contractor determines that a Change Request from the Counties asks

Contractor to perform Services that would violate State law or foreclose Contractor from performing work under State law, the parties shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to such Change Request.

15. Additional Rights and Remedies.

15.1 Withholding Invoicing and/or Payments. If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, and the Counties decide to exercise the remedy provided in Section 15.1, the Counties shall provide Notice to Contractor of such failure and, if Contractor fails to correct such failure within 30 Days of the date of such Notice, the Counties shall have the right to withhold invoicing to the individual Counties and/or payment of any and all payments due hereunder. The Counties may withhold such invoicing and/or any and all such payments due hereunder to Contractor, without penalty or work stoppage by Contractor, until such failure to perform is cured.

15.2 Reductions in Payments Due. Amounts due the Counties by Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by the Counties from any money payable to Contractor pursuant to this Agreement.

15.3 Cover. If, in the reasonable judgment of the Counties, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within 30 Days of receipt of Notice from the Counties, and the default is capable of being cured by the Counties or by another resource without unduly interfering with continued performance by Contractor, the Counties may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse the Counties for the reasonable cost of the difference between the original Agreement Charges for the Services in default and the replacement costs of such Services acquired from another vendor. In addition, Contractor must cooperate with these resources in allowing access to the Software Facilities, and Equipment.

15.4 Liquidated Damages.

15.4.1 The parties agree that any delay or failure by Contractor to timely perform its obligations and in accordance with the Service Level Agreements and time periods agreed to by the parties will interfere with the proper and timely Implementation of the System and Services, to the loss and damage of the Counties. Further, the Counties will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that the liquidated damages Contractor shall pay to the Counties as a result of nonperformance hereunder by Contractor are described in Exhibit C and that these amounts are reasonable estimates of the Counties' damages in accordance with applicable State law.

15.4.2 The parties acknowledge and agree that, except as provided below in this Section, Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each date or applicable Service Level Agreement.

However, when the same Deficiency causes Contractor to fail to meet the Wide Area Network Availability Service Level Agreement (SLA 3.1.4) in Exhibit C and the Systems Availability Service Level Agreements for the CalWIN System, Benefits CalWIN System, and ACCESS CalWIN System (SLAs 3.1.1 – 3.1.3) in Exhibit C, the Counties shall determine in their sole discretion whether liquidated damages will apply for either (a) Contractor's failure to meet the Wide Area Network Availability Service Level Agreement (SLA 3.1.4) in Exhibit C or (b) Contractor's failure to meet Service Level Agreements 3.1.1 – 3.1.3 in Exhibit C.

15.4.3 The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the Counties may have under this Agreement for Contractor's breach of this Agreement, including without limitation, the Counties' right to terminate this Agreement, and the Counties shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Agreement. However, the Counties will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages and the Counties shall agree to limit the amount of liquidated damages imposed on Contractor each month to \$1,000,000 for Contractor's failure to meet any and all Service Level Agreements. For purposes of calculating liquidated damages, the Counties' Executive Director shall impose:

15.4.3.1 100% of liquidated damages applicable during a month when Contractor fails to meet: (a) the CalWIN System Availability Service Level Agreement (SLA 3.1.1) between 7am to 6pm Pacific Time on Monday through Saturday; (b) the Benefits CalWIN System Service level Agreement (SLA 3.1.2) between 8am to 8pm Pacific Time on Monday through Saturday; (c) the ACCESS CalWIN System Service level Agreement (SLA 3.1.3) between 8am to 8pm Pacific Time on Monday through Saturday; and (d) any and all other Service Level Agreements; and

15.4.3.2 25% of liquidated damages during a month on each of the following SLAs when Contractor fails to meet (including State holidays) each of (a) the CalWIN System Availability Service Level Agreement (SLA 3.1.1) between 6:01pm to 6:59am Pacific Time on Monday through Saturday, and from 6:01pm Saturday to 6:59am Monday; (b) the Benefits CalWIN System Service level Agreement (SLA 3.1.2) between 8:01pm to 7:59am Pacific Time on Monday through Saturday and from 8:01pm on Saturday to 7:59am Pacific Time on Monday; (c) the ACCESS CalWIN System Service level Agreement (SLA 3.1.3) between 8:01pm to 7:59am Pacific Time on Monday through Saturday, and from 8:01pm on Saturday to 7:59am Pacific Time on Monday.

15.4.4 Amounts due the Counties as liquidated damages may be deducted by the Counties from any money payable to Contractor under this Agreement, the Counties may bill Contractor as a separate item therefor and Contractor shall promptly make payments on such bills, or the Counties shall have the right to increase the annual pool of Application Maintenance Hours and/or Modernization Hours (as these terms are defined in the RFP) in amounts equal to liquidated damages incurred by Contractor at the blended rate of \$142.46. The parties agree that

unused Application Maintenance Hours and Modernization Hours shall carry over into subsequent years until used by the Counties on the Project, or expiration or termination of the Agreement, whichever is earlier.

15.5 Suspension for Convenience. The Counties shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 30 Days per year of the term at no additional cost above Contractor's Charges for its standard monthly Maintenance and Operations Services to the Counties as described in Section 6 of Exhibit A. Contractor will receive Notice for such an order. The schedules for performing Contractor's obligations shall be delayed on a day-to-day basis to the extent the Counties have issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with such schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 22.7, as a result of stop work orders issued under this Section. In addition, the parties shall discuss whether to revise the Agreement related to Performance Standards, liquidated damages, remedies, Key Staff, the Implementation of Software version updates and other relevant terms.

15.6 Deleted by Agreement of the Parties.

15.7 Correction or Removal. The Counties may correct such Deficiencies or non-conformities or cure any Contractor default under this Agreement without prejudice to any other remedy it may have if Contractor fails to correct Deficiencies in the Systems as required in this Agreement or if Contractor otherwise defaults or fails to perform any provision of the Agreement within 30 Days of receipt of Notice from the Counties of such defaults or failures to perform.

15.8 Letter of Credit. Within 30 Days of the Agreement Effective Date, Contractor shall provide the Counties with an irrevocable Letter of Credit up to the aggregate sum of \$5,000,000 substantially in the form of Exhibit H, which is attached hereto and incorporated by this reference. The Letter of Credit shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the terms of the Agreement and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. In the event of a breach by Contractor, the Letter of Credit shall become payable to the Counties for any outstanding damage assessments made by the Counties against Contractor. An amount up to the full amount of the Letter of Credit may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by the Counties in obtaining similar Deliverables, other products and Services to replace those terminated as a result of Contractor's default. The Counties may seek other remedies in addition to this stated liability. Contractor shall be in material breach of this Agreement if it fails to provide a Letter of Credit as required in this Agreement.

15.9 Guaranty. Within 10 Days of the Agreement Effective Date, Contractor shall provide the Counties with a Guaranty in the form of Exhibit I, which is

attached hereto and incorporated by this reference, executed by its parent company, Hewlett-Packard Company. The Counties may invoke the Guaranty in addition to all other remedies available under this Agreement, in law or equity.

16. Insurance.

16.1 Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and approved by the Counties. Contractor shall include the Counties, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as a named insured party in Contractor's insurance policy obtained hereunder, excluding workers' compensation coverage under Section 16.2. Such insurance shall apply as primary insurance for these insureds. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Counties may terminate this Agreement under Section 21.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:

16.1.1 Comprehensive General Liability or equivalent self-insurance covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

16.1.2 Comprehensive Business Automobile Liability (owned, hired, or nonowned vehicles) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;

16.1.3 Employers Liability insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

16.1.4 Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and

16.1.5 Professional Liability or Errors and Omissions, with a deductible not to exceed \$100,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

16.2 Workers' Compensation Coverage. Prior to providing Services under this Agreement, Contractor shall, in full compliance with State law, provide or purchase, at its sole cost and expense, and this shall remain in full force and effect during the term of the Agreement, statutory California's workers' compensation coverage for its employees and Employer's Liability in the minimum amount of \$1 million per occurrence. The Counties will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Agreement. However, should Contractor fail

to secure insurance coverage or fail to pay premiums on behalf of its employees, the Counties may deduct the amount of premiums owing from the amounts payable to Contractor under this Agreement and transmit the same to the responsible State agency.

16.3 Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

16.4 Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for the Counties pursuant to this Section shall expressly provide therein that the Counties and the State be named as additional insured, and that it shall not be revoked by the insurer until 30 Days' Notice of intended revocation thereof shall have first been given to the Counties and the State by such insurer.

16.5 Cancellation. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until 30 business days' written Notice has been given to the Counties' Executive Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 16. Contractor's insurance policies shall not be reduced in scope without the Counties' prior written consent.

16.6 Insurance Documents. Contractor shall furnish to the Counties copies of certificates of all required insurance prior to the Agreement Effective Date, and copies of renewal certificates of all required insurance within 30 Days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by the Counties for material breach. The Counties reserve the right to review the insurance requirements contained herein once every five years to ensure that there is appropriate coverage that is in accordance with this Agreement.

16.7 Increased Coverage. The Counties are to be notified by Contractor promptly if any aggregate insurance limit is exceeded. In such event, Contractor must purchase additional coverage to meet these requirements.

16.8 Cross-Liability. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Counties and shall include a severability of interests (cross-liability) provision.

17. Confidential Information.

17.1 Protection Obligations.

17.1.1 Access and Protection. During the term of the Agreement, Contractor and the Counties will have access to and become acquainted with each party's

Confidential Information. The Counties and Contractor, and each of their officers, employees, and authorized contractors and agents, shall maintain all Confidential Information of the other party (a) in confidence, (b) at least to the extent as it protects the confidentiality of its own proprietary information of like kind, (c) but in no event with less than reasonable care, and (d) in accordance with the Security and Confidentiality Plan Deliverable (as described in RFP Section 4.10.10), which shall be included in the Systems Operations Plan Deliverable based on Section 4.10.10 of the RFP and other mutually agreed upon Acceptance Criteria. In addition, the Counties and each of their officers, employees, and authorized contractors and agents, including State and federal agencies shall maintain Contractor's Confidential Information that is made available at Contractor's Central Site Facility and Contractor's backup data center under Section 4.10 of the Agreement in strict confidence. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized officers, employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 17.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, and shall only use such Confidential Information to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 17.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Each party agrees that, prior to disclosing any Confidential Information of the other party to any third party as permitted under this Section 17.1.1, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 17.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 17.1.1, Contractor and its Subcontractors will comply with any applicable law, policy, rule, or reasonable requirement of any County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of the Counties' services, Contractor's operations, or the Services performed by Contractor under this Agreement. Contractor shall comply with changes to any such applicable law, policy, rule, or reasonable requirement in accordance with and subject to Section 14.8.

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17.1.2 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which Contractor may establish from time-to-time, and which are described in the Security and Confidentiality Plan described in Section 17.1.1 with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information. Contractor shall comply with changes to such security standards, practices, and procedures in accordance with and subject to Section 14.8. The Counties' Executive Director shall resolve conflicts between security standards, practices, and procedures of two or more Counties.

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17.2 Audit. The Counties reserve the right to monitor, audit or investigate Contractor's use of the Counties Confidential Information collected, used, or acquired by Contractor under this Agreement.

17.3 Return. Subject to record retention laws, each party shall promptly return to the disclosing party, on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof.

17.4 Injunctive Relief.

17.4.1 Contractor shall immediately report to the Counties any and all unauthorized disclosures or uses of the Counties' Confidential Information by Contractor of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the Counties' Confidential Information to others may cause immediate and irreparable harm to the Counties. If Contractor should publish or disclose such Confidential Information to others without authorization, the Counties shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.4.2 The Counties will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information by Counties of which the Counties are aware or have knowledge. The Counties acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If the Counties should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.5 Exceptions. The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party and not subject to confidentiality obligations; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and is lawfully obtainable by the general public.

17.6 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, including the California Public Records Act, the Counties will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, the Counties will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure or other appropriate remedy. If Contractor fails to obtain the court order enjoining disclosure prior to the deadline for responding to the request for documents, the Counties may release the identified requested information on the date specified without penalty or liability. The Counties reserve the right to also seek reimbursement for all costs and expenses incurred by the Counties in their refusal to produce Contractor's confidential documents.

17.7 Compliance With State Requirements.

17.7.1 As part of its nondisclosure obligations, Contractor shall comply and require its officers and employees to comply with the provisions of Sections 10850 and 18909 of the Welfare and Institutions Code, Division 19 of the California Department of Social Services Manual of Policies and Procedures, and all other statutory laws relating to privacy and confidentiality.

17.7.2 Contractor will keep confidential and not open to examination, for any purpose not directly connected with the administration of public social services, any applications and records concerning any individual made or kept by a public officer or agency in connection with the administration of the provision of the Welfare and Institutions Code relating to any form of public social services.

17.7.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of this State law is guilty of misdemeanor.

17.8 Written Staff Agreements. Contractor agrees to cause Staff to which Contractor makes available (as permitted by this Agreement) Counties', and the State's Confidential Information to agree in writing to observe and perform all provisions of this Section 17 applicable to such Staff.

17.9 Subpoena. In the event that a subpoena or other legal process in any way concerning the Counties' or any County's Confidential Information is served upon Contractor, then Contractor agrees to notify the Counties within 24 hours following receipt of such subpoena or other legal process and to cooperate with the Counties or any County in any lawful effort by the Counties or any County to contest the legal validity of such subpoena or other legal process. In the event that a subpoena or other legal process in any way concerning Contractor's Confidential Information is served upon the Counties or any County, then the Counties or any such County, as applicable, agree to notify Contractor within 24 hours following receipt of such subpoena or other legal process and to cooperate with Contractor in any lawful effort by Contractor to contest the legal validity of such subpoena or other legal process.

17.10 Survival. The provisions of this Section 17 shall remain in effect following the termination or expiration of this Agreement.

18. Dispute Resolution.

18.1 Good Faith Efforts. The parties shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, the parties shall promptly (and in any case within five business days) initiate negotiations between the then-current Chair, Vice-Chair, Co-Chair or other leadership of the Board of Directors of the Counties and Contractor's Vice President of State and Local Health and Human Services in the West and their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period

mutually agreed to by the parties in writing, either party may terminate the dispute resolution negotiations.

18.2 Continued Performance. Contractor and the Counties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities and obligations under this Agreement and shall have the right to exercise their rights and remedies.

19. Additional Indemnifications.

19.1 Intellectual Property.

19.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless the Counties and their employees, officers, directors, contractors and agents, and the State from and against any third-party claim or action against the Counties which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. The Counties shall promptly give Contractor notice of any such claim and shall cooperate in the defense of such claims at Contractor's expense. Notwithstanding the foregoing, the Counties shall have the right to participate in the defense of any such action and employ their own counsel in connection therewith, but the fees and expenses of such counsel shall be at the expense of the Counties unless:

19.1.1.1 the employment of such counsel shall have been authorized in writing by Contractor in connection with the defense of such action;

19.1.1.2 Contractor shall not have employed counsel to take charge of the defense of such action within a reasonable time after commencement of the action; or

19.1.1.3 the Counties shall have reasonably concluded that there may be defenses available to them which are different from or additional to those available to Contractor (in which case Contractor shall not have the right to direct the defense of such action on behalf of the Counties), in any of which events such fees and expenses shall be borne by the Counties.

19.1.2 In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of the Counties' rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for the Counties the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables which are enjoined or restricted and other Deliverables designated by the Counties upon receipt of notice from the Counties and refund the Charges for such Deliverables.

19.1.3 The foregoing states Contractor's sole obligation and the Counties' exclusive remedy with respect to any alleged infringement by all or part of the Deliverables.

19.1.4 Contractor shall not be liable to the extent claims of misappropriation of infringement arise from: (i) Contractor's compliance with any designs, Specifications or written instructions of the Counties and Contractor could not have avoided such claims through alternative products; or (ii) any changes made by the Counties or any third party authorized by the Counties to make changes unless Contractor authorized such changes or gave instructions on how to make the changes or the Counties did so based on the advice of Contractor.

19.2 General. Contractor shall, at its expense, indemnify, defend, and hold harmless the Counties, its employees, Boards of Supervisors, officers, directors, contractors and agents, both individually and collectively, from and against any losses, liabilities, damages, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees, and expenses from any claim, action, suit or judgment caused by or arising from: (i) the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors, including but not limited for Property damage, bodily injury or death; (ii) a breach or alleged breach of its obligations in Section 17; and (iii) Contractor-provided Facilities. The Counties shall promptly give Contractor notice of such claim and shall cooperate in the defense of such claims at Contractor's expense.

20. Damages Disclaimers and Limitations.

20.1 The Counties' Disclaimer of Damages. THE COUNTIES SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

20.2 The Counties' Limitation of Liability. IN NO EVENT SHALL THE COUNTIES' AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT IN EXHIBIT A.

20.3 Contractor's Disclaimers of Damages. EXCEPT AS PROVIDED IN SECTION 20.5, CONTRACTOR SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

20.4 Contractor's Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 20.5, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY TO THE COUNTIES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF

ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT IN EXHIBIT A.

20.5 Exceptions to Damages Limitations. THE DISCLAIMERS OF CERTAIN DAMAGES AND THE DAMAGES LIMITATIONS IN SECTIONS 20.3 AND 20.4 SHALL NOT APPLY TO DAMAGES, EXPENSES, LOSSES, FEES, LIABILITIES, COSTS OR OTHER AMOUNTS ARISING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTIONS 4.4.4, 12.6, 19.1, 19.2, 22.19 AND 22.35.3.

20.6 Liability Among Counties. Except as specifically provided herein, Contractor acknowledges and agrees that each County is individually liable for the acts and omissions of its employees, agents and contractors, that there shall be no joint liability among or between the Counties, and that no individual County shall bear any liability for the acts or omissions of another County or its respective employees, agents, and contractors. Further, each individual County shall be responsible for the acts and omissions of its County employees or contractors participating on an ad hoc or part time basis on the Project. However, for actions taken on behalf of the Counties by any County employee or contractor contributed to the Counties and dedicated full time to this Project, the Counties shall be jointly liable in an allocation as determined by the County share allocation methodology set forth in Exhibit A, as modified to the extent permitted in Section 3.5.

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21. Termination.

21.1 Termination for Material Breach. If either party fails to cure any material breaches of this Agreement which are described in a written Notice from the other party within 30 Days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from the non-breaching party. In addition, if the Counties determine that a breach of the Agreement has occurred in Contractor's compliance with the conditions of this Agreement or if the Counties, in their reasonable judgment, have reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this Agreement, and the situation is deemed by the Counties to merit corrective action, the Counties shall have the right to pursue termination of the Agreement in accordance with Section 21.1.

21.2 Termination for Rejection of Deliverables

21.2.1 If Contractor is unable to correct Deficiencies, with notice and a cure period of no less than 30 days, in a Change Request that has a total value of \$2,000,000 or more that has not been accepted or has been implemented in Production for less than 90 Days and that includes but is not limited to Equipment, the Network, Third Party Software as described in a Change Request, and in other Deliverables that are described in Exhibit F as the Integrated Document Management System project and the Business Intelligence project, the Counties shall have the right to immediately reject the Deliverable, without penalty or liability to the Counties, and return the rejected Deliverable and/or other Deliverables to Contractor. If the

Counties reject the Deliverable under this Section, Contractor shall, within 20 Days thereafter, refund to the Counties all payments made to Contractor for the returned Deliverables or amount determined by the Counties' Executive Director.

21.2.2 If Contractor is unable to correct Deficiencies, with notice and a cure period of no less than 30 days, in a Change Request that has a total value of \$2,000,000 or more that has not been accepted or has been implemented in Production for less than 90 Days and that includes but is not limited to Equipment, the Network, Third Party Software as described in a Change Request, and in other Deliverables that are described in Exhibit F as the Integrated Document Management System project and the Business Intelligence project, the Counties shall also have the right to terminate this Agreement if Contractor fails to correct Deficiencies in a Deliverable within 30 Days of Notice of such failure from the Counties, without penalty or liability to the Counties, and return the rejected Deliverable and other Deliverables to Contractor. If the Counties terminate the Agreement under this Section, Contractor shall, within 20 Days thereafter, refund to the Counties all payments made to Contractor for the returned Deliverables or amount determined by the Counties' Executive Director.

21.2.3 Except as provided in Sections 21.2.1 and 21.2.2, if Contractor is unable to correct Deficiencies in a Deliverable, the Counties shall have the right to immediately reject the Deliverable, without penalty or liability to the Counties, and return the rejected Deliverable and/or other Deliverables to Contractor. If the Counties reject a Deliverable under this Section, the Counties shall have the right to pursue their rights and remedies as provided in the Agreement and at law and in equity.

21.3 Termination for Convenience.

21.3.1 In addition to its other rights to terminate, the Counties may terminate this Agreement, in whole or in part for the Counties' convenience, by a minimum of 90 Days' Notice to Contractor.

21.3.2 During this 90-Day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Counties from such winding down and cessation of Services. If this Agreement is so terminated, the Counties shall be liable only for payment in accordance with the terms of this Agreement for Services rendered in accordance with the requirements of this Agreement prior to the effective date of termination.

21.3.3 In case of such termination for convenience, the Counties will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the Counties, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefor, as based on the hourly rates in Exhibit A, but such costs shall be no greater than the final Charges for each Deliverable. In the case of termination for convenience,

Contractor shall promptly refund any prepaid annual Charges on a pro rata basis to the extent that they have not been depreciated, incurred or used through such date. In addition, Counties agree to negotiate in good faith additional amounts to compensate Contractor as a result of the Counties' termination of the Agreement pursuant to Section 21.3, Section 21.5, or Section 21.6 for documented reasonable costs that were incurred by Contractor on this Project, for undepreciated or unamortized equipment and software licenses, pre-paid costs by Contractor for Maintenance Services to the extent not yet been fully used by the Counties and not invoiced to the Counties, early termination of leases, and other documented reasonable Project-related expenses, subject to the Counties' availability of funds for a termination pursuant to Section 21.6.

21.3.4 If it is determined for any reason the failure to perform is not within Contractor's control or not due to Contractor's fault, or negligence, the termination by the Counties under Sections 21.1 or 21.2 shall be deemed to be a termination for convenience under Section 21.3.

21.4 Termination for Conflict of Interest. The Counties may terminate this Agreement under Section 21.1 (Termination for Material Breach) by Notice to Contractor if the Counties determine, after due notice and examination, that Contractor has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts, including but not limited to any creating a conflict of interest.

21.5 Termination for Withdrawal of Authority. In the event that the authority of the Counties to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Counties may terminate this Agreement under Section 21.3 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit the Counties to terminate this Agreement in order to acquire similar Services from a third party.

21.6 Termination for Non-allocation of Funds. If funds are not allocated to continue this Agreement in any future period, the Counties may terminate this Agreement under Section 21.3 (Termination for Convenience). The Counties will not be obligated to pay any further Charges for Services or Charges for such future period, but the Counties shall make payments for Services, Deliverables and Contractor's costs as provided in Section 21.3.3, subject to the Counties' availability of funding therefor. The Counties agree to notify Contractor of such non-allocation at the earliest reasonable time. No penalty shall accrue to the Counties in the event this Section shall be exercised.

21.7 Termination for Insolvency. Counties may, by Notice to Contractor and failure by Contractor to rectify any of the conditions described below in this Section within 30 Days following such notice, terminate this Agreement forthwith in the event Contractor shall be dissolved or shall sustain the loss, cancellation or forfeiture of its legal status or good standing by reason of any judicial, extra-judicial or administrative proceedings or Contractor shall:

21.7.1 Apply for or consent to the appointment of a receiver, trustee, or liquidator of Contractor for all or a substantial part of Contractor's assets;

21.7.2 Be able to, or admit in writing its inability to, pay its debts as they mature;

21.7.3 Make a general assignment for the benefit of creditors;

21.7.4 Be adjudicated bankrupt or insolvent;

21.7.5 File a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement for the benefit of creditors or take advantage of any insolvency law in its capacity as a debtor;

21.7.6 Interpose an answer admitting the material allegations of the petition filed against Contractor in any bankruptcy, reorganization, receivership, insolvency or any similar proceedings; and/or

21.7.7 Take any action for the purpose of effecting any of the foregoing.

21.8 Termination Procedure.

21.8.1 After receipt of a Notice of termination in whole or in part, and except as otherwise directed by the Counties, Contractor shall:

21.8.1.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

21.8.1.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

21.8.1.3 As soon as practicable, but in no event longer than 30 Days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Counties to the extent required, which approval or ratification shall be final for the purpose of this Section;

21.8.1.4 Complete performance of such part of this Agreement as shall not have been terminated by the Counties;

21.8.1.5 Take such action as may be necessary, or as the Counties' Executive Director may direct, for the protection and preservation of the Property related to this Agreement which is in the possession of Contractor and in which the Counties has an interest;

21.8.1.6 Transfer title to the Counties and deliver in the manner, at the times, and to the extent directed by the Counties' Executive Director, any Property which is required to be furnished to the Counties and which has been accepted or requested by the Counties; and

21.8.1.7 Provide written certification to the Counties that Contractor has surrendered to the Counties all such Property.

21.8.2 Upon termination or expiration of this Agreement, the Counties, in addition to any other rights provided in this Agreement, may require Contractor to deliver to the Counties, and, if so requested, Contractor shall deliver to the Counties: (a) the Contractor Technology (i) that is licensed to the Counties under Section 10.1 or Exhibit E, (ii) that is permitted to be assigned or transferred on expiration or termination of this Agreement, as Marked with a “Y” in Column G in Section II.A and Column G of Section II.B of Exhibit B and subsequent Change Requests that revise these tables, and (iii) that is listed or should be listed in the Project Management Tool; and (b) Third-Party Software (i) that is licensed to the Counties under this Agreement by Contractor or Third-Party Software licenses for such part of this Agreement as has been terminated or for the entire Agreement if the term expires or if the Agreement has been terminated in whole and (ii) that is permitted to be assigned or transferred on expiration or termination of this Agreement, as Marked with a “Y” in Column G in Sections II.C and II.D of Exhibit B and subsequent Change Requests that revise these tables. In addition, the Counties may also require Contractor to deliver to the Counties any Contractor Technology which Contractor has been using on the Project and which the Counties determine will be necessary for their continued operations and maintenance of the Systems.

21.8.3 Upon expiration of the Agreement or Contractor’s receipt of notice of termination of the Agreement by the Counties, Contractor will provide any turnover assistance necessary to enable the Counties or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. The Counties shall pay on a time and materials basis at rates in the Agreement for turnover assistance, subject to mutual written agreement on such work to be performed, and Contractor agrees that any of its out-of-pocket costs, which will be reimbursed by the Counties, will not be marked up to include profits. Contractor shall perform Services as described in Section 4.12.3 of the RFP and the Response to assist in transitioning out the Maintenance and Operations Services for the Systems to another vendor. In addition, within ten Days of receipt of the Notice of termination or expiration and on the date of termination or expiration, Contractor shall provide the Software and other materials described in Section 4.12.13 of the RFP, including but not limited to, in machine readable form, an up-to-date, usable copy of the Software for the Systems, including but not limited to Pre-existing Software, other Contractor Technology and Third-Party Software that can be assigned or transferred by Contractor or through Third-Party Software license agreements as identified in Exhibit B as updated by the Software Reporting Report Deliverable (as described in RFP Section 4.3.6.6), the Data and a copy of all Documentation that is available at the time of termination or expiration (1) for the Software Configuration and (2) to utilize the above-described Software and Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to the Counties.

22. General Conditions.

22.1 Americans With Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs and activities provided to the public by State and local governments, except public transportation services. Contractor shall also comply with all applicable provisions of Title I (Employment) of the Americans with Disabilities Act. Contractor shall not discriminate on the basis of disability in connection with the Services, programs, and activities performed and provided under the Agreement. In addition, Contractor is not required to provide special needs equipment at no further cost for any County or the Counties and their employees.

22.2 Antitrust Violations. Contractor and the Counties recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Counties. Therefore, Contractor hereby assigns to the Counties any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to the Counties resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Charges under this Agreement.

22.3 Assignment. Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Counties' Executive Director. The Counties may assign this Agreement and may delegate their duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

22.4 Authority. Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

22.5 Binding Effect. Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

22.6 Business Registration. Contractor must be registered to conduct business in the State of California and with all applicable agencies, and Contractor shall provide the Counties with a copy of its business license on or before the Start Date of this Agreement.

22.7 Claims. Contractor must submit claims against the Counties within the earlier of one year of the date upon which Contractor knew of the existence of the claim or one year from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the Counties' Executive Director or his or her designee by Contractor in the form and with the certification prescribed by the Counties' Executive Director or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred.

22.8 Compliance With Civil Rights Laws.

22.8.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or

in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

22.8.2 In the event of Contractor's noncompliance or refusal to comply with any civil rights or nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part under Section 21.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with the Counties. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Agreement, Contractor may be subject to penalties under federal and State law.

22.9 Compliance with Health and Safety and Related Laws. Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. Contractor shall comply with all applicable local safety and health clearances, including fire clearances, for each site where Services are provided under the terms of this Agreement. Contractor will comply with all applicable health laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services, 42 C.F.R. Part 2, and other applicable laws.

22.10 Conflicts Between Documents; Order of Precedence. In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- 22.10.1** The terms and conditions in the body of this Agreement;
- 22.10.2** Change Requests;
- 22.10.3** Exhibit A (Financial Matters);
- 22.10.4** Exhibit F (The Statement of Work);
- 22.10.5** Exhibit B (Equipment and Software);
- 22.10.6** Exhibit C (Service Level Agreements and Liquidated Damages);
- 22.10.7** Exhibit E (Hewlett-Packard Company Pre-Existing Software Agreement);
- 22.10.8** The RFP; and
- 22.10.9** The Response.

22.11 Cooperation of Parties. The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

22.12 Copeland Anti-kickback Act. Contractor acknowledges and agrees that: (i) it is subject to the Copeland “Anti-kickback” Act, Title 18 U.S.C. Section 874; and (ii) Contractor shall be fined by applicable law under this title or imprisoned not more than five years, or both by applicable law if, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, Contractor induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Contractor also acknowledges and agrees that: (i) Contractor and each Subcontractor are subject to Title 40, U.S.C. (as amended) Sec. 3145, Regulations governing contractors and subcontractors; (ii) each week Contractor shall furnish the Counties with a statement with respect to the wages paid each Contractor and Subcontractor employee during the preceding week; and (iii) Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements.

22.13 Covenant Against Contingent Fees.

22.13.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

22.13.2 In the event of breach of this Section by Contractor, the Counties shall have the right to either annul or terminate this Agreement without liability to the Counties, or, in the Counties’ discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

22.14 Debarment and Suspension

22.14.1 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, by signing and submitting this Agreement, Contractor certifies that it and its principals (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with

commission of any of the offenses enumerated in Section 22.14.1(b); and (d) have not within a three-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor certifies that it will not contract with a subcontractor that is debarred or suspended. Contractor further agrees that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions,” without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

22.14.2 For federally funded agreements in the amount of \$100,000 or more, Contractor agrees to certify that it and its principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to the Counties the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions” (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

22.15 Domestic Partners. Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For contracts executed or amended after July 1, 2004, Contractor may elect to offer domestic partner benefits to Contractor’s employees in accordance with Public Contract Code Section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic status.

22.16 Drug Free Workplace Certification.

22.16.1 The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the California WIC Program that abuse of this drug will also not be tolerated in the workplace.

- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22.16.2 By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

22.16.2.1 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 California Government Code 8355(a).

22.16.2.2 Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Contractor'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.

22.16.2.3 Provide, as required by California Government Code Section 8355(c), that every employee who works on the Agreement:

- (v) Will receive a copy of the Contractor's drug free policy statement; and
- (vi) Will agree to abide by the terms of the Contractor's statement as a term of condition of employment on the Agreement.

22.16.2.4 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements by the Counties if the Counties determine that any of the following has occurred:

- (vii) Contractor has made false certification; or
- (viii) Violates the certification by failing to carry out the requirements as noted above.

22.16.3 In addition, Contractor agrees as follows to comply with the Drug Free Workplace Act of 1988:

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22.16.3.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;

22.16.3.2 Violators may be terminated by the Counties or requested to seek counseling from an approved rehabilitation service;

22.16.3.3 Contractor and Subcontractor employees must notify Contractor or Subcontractor, respectively, of any conviction of a criminal drug statute no later than five days after such conviction; and

22.16.3.4 Contractor shall certify to the Counties that it shall provide drug-free workplaces for its employees.

22.17 Entire Agreement; Acknowledgement of Understanding. The Counties and Contractor acknowledge that they have read the Agreement, the attached Exhibits which are incorporated herein by this reference, and other documents incorporated into the Agreement by reference, understand them and agree to be bound by their terms and conditions. Further, the Counties and Contractor agree that the Agreement (including the Exhibits and documents incorporated into the Agreement by reference) are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts or prior representations, oral or written, between the parties relating to the subject matter of the Agreement.

22.18 Environmental Protection Standards.

22.18.1 General. Contractor shall comply with Section 306 of the Clean Air Act, Section 309 of the Clean Water Act), Executive Order 11246 of the Equal Employment Opportunity, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

22.18.2 The Clean Air Act, Section 306.

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180

days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

f. The Counties may extend this prohibition to other facilities owned or operated by Contractor.

22.18.3 The Clean Water Act.

a. No federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

22.19 Fair Labor Standards. Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the Counties, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys’ fees arising under any wage and hour law, including, but not limited to the Federal Fair Labor Standards Act for work performed by Contractor’s employees for which the Counties may be found jointly or solely liable.

22.20 Force Majeure

Neither Contractor nor the Counties shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except third parties do not include Subcontractors, suppliers or vendors of Contractor, e.g., telecommunications services vendors for the Network, or subcontractors, suppliers or vendors of the Counties), except to the extent such third party entities experience an event beyond its reasonable control and without the fault or negligence of such entity.

22.21 Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State or Federal courts in the County of Sacramento. Contractor accepts the personal jurisdiction of such courts.

22.22 Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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22.23 Independent Status of Contractor

Contractor will perform all work and Services herein as an independent contractor and not as an officer, agent, servant or employee of Counties. Likewise, the Counties will perform all work and services herein as an independent contractor and not as an officer, agent, servant or employee of Contractor. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any.

22.24 Licensing Standards. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the Services described in the Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to drivers' licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and remain in full force by Contractor at no expense to the Counties.

22.25 Litigation.

22.25.1 Notice of Litigation. Contractor shall promptly notify the Counties in the event that Contractor learns of any actual litigation in which it is a party in a case which involves Services provided under this Agreement. Contractor shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or State court or administrative agency, deliver copies of such document(s) to the Counties' Executive Director. The term "litigation" includes but is not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization or foreclosure.

22.25.2 Costs. In the event that the Counties are, without any fault on their part, made a party to any litigation commenced by or against Contractor in connection with this Agreement, Contractor shall pay all costs and expenses incurred by or imposed on the Counties, including attorneys' fees, to the extent arising from the acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

22.25.3 Lobbying Restrictions.

22.25.3.1 Federal Restrictions. Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121

(31 U.S.C. § 1352) and any implementing regulations, and shall be responsible for ensuring that all Subcontractors or sub-grantees of funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

22.25.3.2 State and County Restrictions. Contractor shall be responsible for its lobbyists' compliance with Federal, State and County lobbyist laws and regulations in connection with their lobbyist activities related to this Agreement. Failure of any such lobbyist to fully comply with such statutes, regulations, and ordinances constitutes a material breach of this Agreement by Contractor.

22.25.3.3 Certification Regarding Lobbying. For Agreements with contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the State to perform services, the Contractor agrees to sign and submit to the State the 'Certification Regarding Lobbying' form. (Section 1352, Title 31 of the U.S. Code).

22.25.3.4 Contractor acknowledges that the Anti-Lobbying Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, Contractor certifies that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii) Contractor shall require that the language of this certification in Section 22.25.3.4 be included in the award documents for all sub-awards at all (including but not limited to sub-grants, contracts under grants and cooperative agreements, and Subcontractor subcontracts) and that all Subcontractors shall certify and disclose accordingly.

22.26 Modifications and Amendments.

22.26.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and the Counties' Executive Director or designee if there is not an increase or decrease to the Maximum Amount. If there is an increase or decrease to the Maximum Amount, then the Counties' Executive Director or designee must

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obtain approval from the County Boards of Supervisors or their delegates before any such increase or decrease is effective. In no event will Contractor be required to perform services above the Maximum Amount if approval has not been received.

22.26.2 Only the Counties' Executive Director or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the Counties. Furthermore, unless otherwise provided herein, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by an authorized representative of Contractor and the Counties' Executive Director or designee if there is not an increase or decrease to the Maximum Amount therefrom. If there is an increase or decrease to the Maximum Amount, then Counties' Executive Director or designee must obtain approval from the Counties' Boards of Supervisors or their delegates before any such increase or decrease is effective.

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22.26.3 Contractor shall notify the Counties of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor submits its Response and at such other times as required. The State reserves the right to review and approve all amendments to the Agreement.

22.27 Nondiscrimination.

22.27.1 During the performance of this Agreement, Contractor, its agents, officers, employees and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee, applicant for employment, or person receiving services under this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV or AIDS), medical conditions (cancer), mental handicap, marital status, age (over 40), political affiliation, sexual orientation (for Contractor's employees and Subcontractors located in California), or denial of family care leave. In addition, in accordance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60), Contractor shall not discriminate in employment decisions on the basis of race, color, religion, sex, or national origin and shall take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

22.27.2 Contractor, its agents, officers, employees and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, employees and subcontractors shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, *et seq.*; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, CDSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section 10000 are incorporated into this Agreement by reference

and made a part hereof as if set forth in full. Contractor, its agents, officers, employees and subcontractors shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said Act. Contractor further agrees to abide by the Counties' nondiscrimination policy. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

22.27.3 Contractor shall include the nondiscrimination and compliance provisions of this Section in agreement with all Subcontractors to perform work under this Agreement.

22.28 Nonwaiver. Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by a party for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. One party's pursuit or nonpursuit of a remedy under this Agreement for the other party's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that a party may have at law or equity for any other occurrence of the same or similar breach, nor estop a party from pursuing such remedy.

22.29 Notices.

22.29.1 Except as otherwise permitted herein, any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, to the parties at the following addresses:

The Counties:

Welfare Client Data System Consortium
Executive Director
[620 Roseville Parkway](#)
[Roseville, CA 95747](#)
Email: diane.alexander@calwin.org

Contractor:

[DXC Technology](#)
Account Executive
[620 Roseville Parkway](#)
[Roseville, CA 95747](#)
Email: chris.van-vlack@dxc.com

22.29.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

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Deleted: 950 Iron Point Road
Suite 110
Folsom, CA 95630
Email: Hali.Reyes@CALWIN.ORG

Deleted: HP Enterprise Services, LLC

Deleted: Title:

Deleted: 950 Iron Point Road
Suite 160
Folsom, CA 95630
Email: chris.van-vlack@hp.com

22.30 Pro Children Act of 1994. Contractor shall comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

22.31 Publicity. The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by the Counties and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Counties' Executive Director in advance all advertising, sales promotion, and other publicity matters relating to this Agreement wherein the Counties' name is mentioned or language used from which the connection of the Counties' name therewith may, in the Counties' judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Counties. Contractor shall not in any way contract on behalf of or in the name of the Counties. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Counties.

22.32 Recycling. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Agreement. Recycled printed products shall include a symbol identifying the recycled material.

22.33 Remedies. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

22.34 Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

22.35 Sovereign Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Counties of any immunities from suit or from liability that the Counties may have by operation of law.

22.36 State Energy Conservation Plan. Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23 and 24, the California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

22.37 Subcontractors.

22.37.1 Contractor may, with prior written permission from the Counties' Executive Director, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Subject to the other provisions of this Section, the Counties expressly consent to Contractor's use of the

Subcontractors designated in its Response for the provision of the Services specified in the Response. Any such approval may be rescinded in the Counties' sole discretion.

22.37.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors and their compliance with the Agreement and the subcontract terms and conditions. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the Counties for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to the Counties upon request. The Counties have the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

22.37.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold the Counties harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees.

22.37.4 For any Subcontractor, Contractor shall include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.6 (Reference and Background Checks), 4.7 (Records Retention and Access Requirements), 9 (Ownership), 16 (Insurance), and 17 (Confidential Information).

22.37.5 Upon expiration or termination of this Agreement for any reason, the Counties will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with the Counties.

22.38 Subpoena. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or the Counties, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and the Counties further agree to cooperate with each other in any lawful effort by the such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by one party to another as provided in Section 19.

22.39 Survival. All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.7 (Records Retention and Access Requirements), Section 4.8 (Accounting Requirements), Section 9 (Ownership), Section 10.1 (Pre-existing Software, Other Contractor Technology, and Third-Party Software Licenses), Section 12.6 (Legal and Regulatory

Compliance), Section 15.8 (Letter of Credit), and Sections 16-17 and 19-22 shall survive the termination of this Agreement.

22.40 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by the parties, for all purposes. In witness thereof, this Agreement is effective as of the Agreement Effective Date.

HP ENTERPRISE SERVICES, LLC

"California Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract."

By _____
Title _____
Printed Name _____
Dated _____

By _____
Title _____
Printed Name _____
Dated _____

THE WCDS CONSORTIUM COUNTIES

COUNTY OF SANTA CLARA

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S. JOSEPH SIMITIAN, President
Board of Supervisors
Dated _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

By _____
MEGAN DOYLE
Clerk of the Board of Supervisors
Dated _____

APPROVED AS TO FORM
AND LEGALITY

Deputy County Counsel

Dated _____

ATTEST:

COUNTY OF SAN MATEO

By _____
President, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN DIEGO

By _____
Clerk of the Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SONOMA

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF TULARE

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SANTA CRUZ

By _____
Director

Human Service Department

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Dated: _____

APPROVED AS TO FORM:

County Counsel

ATTEST:

COUNTY OF FRESNO

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SOLANO

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

By _____
President, Social Services Commission

Dated: _____

ATTEST:

COUNTY OF SAN LUIS OBISPO

By _____
Chairperson, Board of Supervisors

Dated: _____

By _____
Deputy County Counsel

Dated: _____

ATTEST:

COUNTY OF CONTRA COSTA

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF PLACER

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF ALAMEDA

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF YOLO

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF ORANGE

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SANTA BARBARA

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SACRAMENTO

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF VENTURA

By _____
Chairperson, Board of Supervisors

Dated: _____

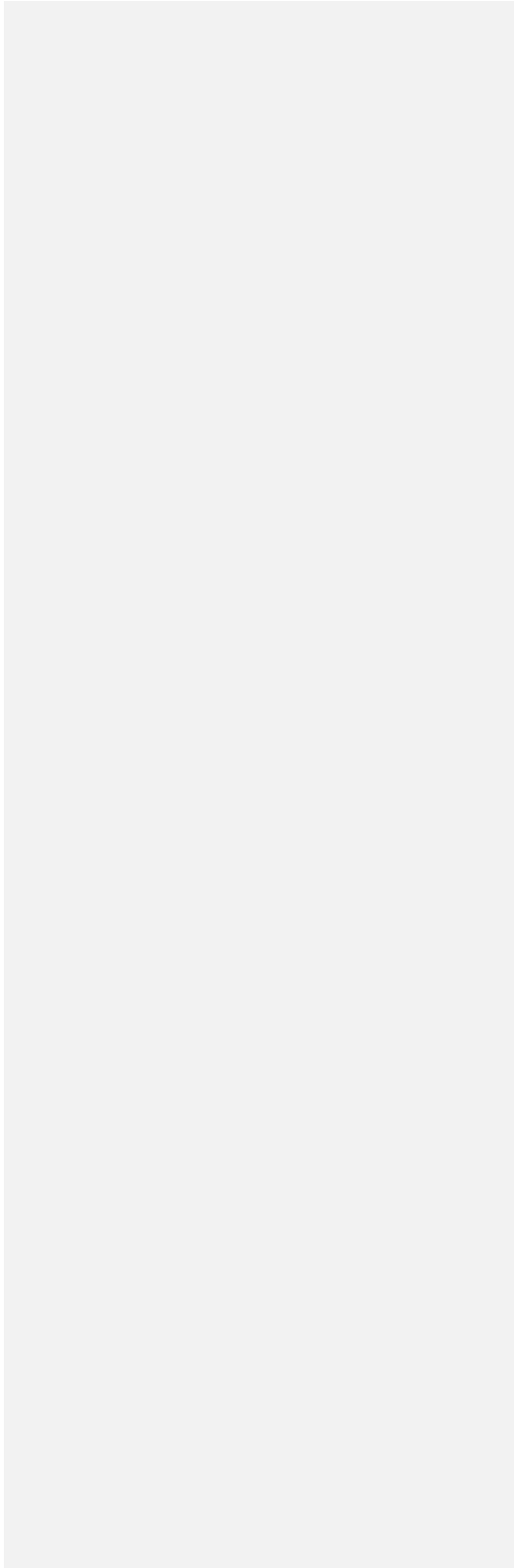


EXHIBIT A
FINANCIAL MATTERS

1. **Maximum Amount.** The Maximum Amount shall be each of the following amounts during their respective time periods:

a. During the initial five year term, the Maximum Amount shall not exceed: (1) ~~\$205,439,597~~; (2) plus up to ~~\$57,000,000~~ in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; (3) plus up to ~~\$63,576,131~~ for Change Requests: (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; ~~(4) plus up to \$9,953,558 for Separate Services: (i) which are subject to authorization by the Counties pursuant to Section 13 of the agreement; and (ii) which shall be contingent upon the availability of Counties funding for such Separate Services; and~~

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b. During the initial 5 year term, Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations Services shall not exceed (1) \$19,802,340.00 for CalHEERS Interface (2) plus \$4,716,833.00 for Contact CalWIN;

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c. During the first three year renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five year term; (2) plus \$111,225,527; (3) plus up to ~~\$50,600,572~~ in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; (4) plus up to ~~\$41,029,272~~ for Change Requests: (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; and

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d. During the first three year renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations Services shall not exceed (1) \$12,873,960.00 for CalHEERS Interface (2) plus \$3,073,392.00 for Contact; CalWIN;

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e. During the next two year renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five year term; (2) plus the first three year renewal period; (3) plus \$71,891,887; (4) plus up to ~~\$32,067,048~~ in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; (5) plus up to ~~\$27,352,848~~ for Change Requests: (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; and

Deleted: (3) plus up to \$24,850,548.00 for CalHEERS Interface Change Requests and \$750,240 for Contact CalWIN Change Requests: (i) which are subject to authorization by the Counties pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the Counties' receipt of State funding for such Change Requests; and
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f. During the next two year renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations

Services shall not exceed (1) \$8,582,640.00 for CalHEERS Interface (2) plus \$2,048,928.00 for Contact CalWIN.

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2. Change Request Hourly Rates

Staff Classification	Blended Hourly Rate
Architect	\$144.39
Architect Sr.	\$173.27
Business Analyst	\$144.39
Business Analyst Sr.	\$173.27
Database Administrator	\$144.39
Manager	\$202.15
Program Manager	\$259.91
Programmer	\$144.39
Programmer Jr.	\$127.07
Programmer Sr.	\$173.27
Project Manager	\$173.27
Project Manager Sr.	\$202.15
Supervisor	\$144.39
Technical Trainer	\$98.19
Tester	\$76.88
Tester Sr.	\$102.50

3. Charges (\$).

	Transition-In Period	After Transition-In to end of Initial 5 Year Term (Base Period)	Total Initial 5 Year Term	3 Year Renewal Period	2 Year Renewal Period	Total Agreement 10 Year Term
-	2/2/2015 - 7/31/2015	8/1/2015 - 1/31/2020	2/2/2015 - 1/31/2020	2/1/2020 - 1/31/2023	2/1/2023 - 1/31/2025	2/2/2015 - 1/31/2025
Contractor Staff Charges	5,870,083	109,780,441	115,650,524	57,619,171	37,703,490	210,973,185

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* Change Request Charges are projected; the Charges for Change Requests shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the Counties' receipt of State funding for such Change Requests.

** Premise and other grant Charges are projected; the Charges for Premise and other grants shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the Counties' receipt of State funding for such Premise and other grants.

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4. Payments for Deliverables after Contractor Corrects the Deliverable's Cosmetic Deficiencies and Acceptance of Deliverables Pursuant to Change Requests. The Counties shall hold back 10% of the applicable Charges for all Deliverables pursuant to each Change Request and Exhibit F. Counties shall pay such held back amounts in accordance with and subject to the terms of Section 3.1 and Section 3.5 of the Agreement after (a) the Counties provide Acceptance of each Deliverable including those without Cosmetic Deficiencies and Contractor issues an invoice for such Deliverable or Counties shall pay such held back amounts and (b) Contractor corrects all Cosmetic Deficiencies in a Deliverable, the Counties provide Acceptance of the Deliverable following correction of such Cosmetic Deficiencies, and Contractor issues an invoice for such corrected Deliverable.

Deleted: 3.1 CalHEERS and Contact CalWIN Charges (...)

5. Critical Milestones:

- a. Performance Standards and Service Level Agreements for Services in Exhibit C.
- b. Acceptance dates for Deliverables which are marked in the table in Section 2.1 in Exhibit F with a "Y" and Acceptance Dates which are identified as Critical Milestones in Change Requests.
- c. Operations Effective Date

6. Payment Schedule

Period	Month	Schedule of Invoice Date	Projected Change Request Charges	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Transition-In Period	Month 1	15-Mar	\$0	\$0	\$1,606,585	\$0	\$0	\$0
Transition-In Period	Month 2	15-Apr	\$0	\$0	\$1,612,476	\$0	\$0	\$0
Transition-In Period	Month 3	15-May	\$0	\$0	\$2,985,939	\$0	\$0	\$0
Transition-In Period	Month 4	15-Jun	\$0	\$0	\$3,509,934	\$0	\$0	\$0

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Period	Month	Schedule of Invoice Date	Projected Change Request Charges	Project Expenses & other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Inpatient Maintenance and Operations Services Charges Invoice Amount	Central GAVM Maintenance and Operations Services Charges Invoice Amount
Transition-In Period	Month 5	15-Jul	\$0	\$0	\$3,359,176	\$0	\$0	\$0
Transition-In Period	Month 6	15-Aug	\$0	\$0	\$1,741,535	\$0	\$0	\$0
Total BAFO Transition-In Period (2/2/2015 – 7/31/2015)			\$0	\$0	\$14,815,645.00	\$0	\$0	\$0
After Transition -In to end of Initial 5 Year Term (Base Period)	Month 7	15-Sep	\$537,470	(\$358,086)	\$3,611,137	\$101,494	\$360,000	\$42,000
Base Period	Month 8	15-Oct	\$1,329,751	\$520,413	\$3,658,096	\$31,387	\$360,000	\$42,000
Base Period	Month 9	15-Nov	\$572,966	\$193,191	\$3,713,787	\$191,597	\$360,000	\$42,000
Base Period	Month 10	15-Dec	\$545,075	\$1,156,900	\$3,694,956	\$12,474	\$360,000	\$42,000
Base Period	Month 11	16-Jan	(\$441,004)	\$2,658,037	\$3,667,151	\$425,252	\$360,000	\$42,000
Base Period	Month 12	16-Feb	\$305,663	\$1,726,551	\$3,558,161	\$407,562	\$604,788	\$35,000
Base Period	Month 13	16-Mar	\$813,998	\$1,574,175	\$3,978,423	\$8,348	\$376,966	\$116,329
Base Period	Month 14	16-Apr	\$4,005,488	\$2,101,128	\$3,964,171	\$31,920	\$376,966	\$116,329
Base Period	Month 15	16-May	\$4,290,563	\$1,696,925	\$3,847,250	\$61,573	\$376,966	\$116,329
Base Period	Month 16	16-Jun	\$466,582	\$1,841,013	\$3,588,695	\$347,181	\$376,966	\$116,329
Base Period	Month 17	16-Jul	\$916,829	\$147,761	\$3,590,828	\$81,363	\$376,966	\$116,329
Base Period	Month 18	16-Aug	(\$193,671)	\$769,376	\$3,608,468	\$1,031,532	\$376,966	\$116,329
Base Period	Month 19	16-Sep	\$1,005,550	\$1,532,544	\$3,673,127	\$165,907	\$376,966	\$116,329
Base Period	Month 20	16-Oct	\$86,939	\$1,743,199	\$3,640,205	\$151,973	\$376,966	\$116,329
Base Period	Month 21	16-Nov	\$1,239,246	\$1,743,957	\$3,695,188	\$127,181	\$376,966	\$116,329
Base Period	Month 22	16-Dec	\$1,234,055	\$1,200,535	\$3,675,525	\$84,978	\$376,966	\$116,329

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Period	Month	Schedule of Invoices Date	Projected Change Request Charges	Project Premier & other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Inpatient Maintenance and Operations Services Charges Invoice Amount	Central GAVIM Maintenance and Operations Services Charges Invoice Amount
Base Period	Month 23	17-Jan	\$1,641,831	\$524,794	\$3,686,302	\$69,431	\$376,966	\$116,329
Base Period	Month 24	17-Feb	\$1,601,116	\$816,778	\$3,679,715	\$100,873	\$376,966	\$116,329
Base Period	Month 25	17-Mar	\$486,072	\$2,005,094	\$3,660,159	\$182,913	\$357,610	\$85,372
Base Period	Month 26	17-Apr	\$2,043,056	\$618,003	\$3,632,578	\$282,608	\$357,610	\$85,372
Base Period	Month 27	17-May	\$3,478,398	\$208,299	\$3,632,578	\$584,929	\$357,610	\$85,372
Base Period	Month 28	17-Jun	\$735,753	\$675,711	\$3,638,295	\$391,214	\$357,610	\$85,372
Base Period	Month 29	17-Jul	\$1,569,431	\$773,768	\$3,638,295	\$244,592	\$357,610	\$85,372
Base Period	Month 30	17-Aug	\$1,006,736	\$1,481,170	\$3,660,357	\$95,531	\$357,610	\$85,372
Base Period	Month 31	17-Sep	\$1,526,599	\$1,113,080	\$3,588,198	\$41,285	\$357,610	\$85,372
Base Period	Month 32	17-Oct	\$1,346,783	\$699,583	\$3,587,392	\$158,485	\$357,610	\$85,372
Base Period	Month 33	17-Nov	\$2,362,698	\$77,259	\$3,587,392	\$64,210	\$357,610	\$87,865
Base Period	Month 34	17-Dec	\$2,523,377	\$576,674	\$3,584,083	\$11,395	\$357,610	\$85,372
Base Period	Month 35	18-Jan	\$2,605,043	\$248,805	\$3,584,083	\$47,876	\$357,610	\$85,372
Base Period	Month 36	18-Feb	\$0	\$201,452	\$3,584,083	\$108,994	\$357,610	\$85,372
Base Period	Month 37	18-Mar	\$0	\$582,962	\$3,596,563	\$55,541	\$357,610	\$85,372
Base Period	Month 38	18-Apr	\$0	\$149,597	\$3,580,013	\$110,364	\$357,610	\$85,372
Base Period	Month 39	18-May	\$0	\$1,190,912	\$3,563,846	\$168,669	\$357,610	\$85,372
Base Period	Month 40	18-Jun	\$2,221,137	\$210,583	\$3,595,817	\$127,372	\$357,610	\$85,372
Base Period	Month 41	18-Jul	\$1,983,572	\$31,641	\$3,574,305	\$81,751	\$357,610	\$85,372
Base Period	Month 42	18-Aug	\$981,944	\$99,631	\$3,574,988	\$76,319	\$357,610	\$85,372
Base Period	Month 43	18-Sep	\$493,128	\$210,901	\$3,414,166	\$55,078	\$357,610	\$85,372
Base Period	Month 44	18-Oct	\$995,516	\$594,393	\$3,414,166	\$187,702	\$357,610	\$85,372
Base Period	Month 45	18-Nov	\$1,496,260	\$341,289	\$3,390,943	\$167,384	\$357,610	\$85,372
Base Period	Month 46	18-Dec	\$1,632,802	\$768,272	\$3,390,943	\$107,517	\$357,610	\$85,372
Base Period	Month 47	19-Jan	\$550,115	\$294,126	\$3,390,944	\$115,302	\$357,610	\$85,372
Base Period	Month 48	19-Feb	\$1,114,454	\$357,103	\$3,390,944	\$222,720	\$357,610	\$85,372

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Period	Month	Schedule of Invoice Date	Projected Change Request Charges	Project Primes & other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Inpatient Maintenance and Operations Services Charges Invoice Amount	Central GAVM Maintenance and Operations Services Charges Invoice Amount
Base Period	Month 49	19-Mar	\$735,831	\$819,342	\$3,350,362	\$77,460	\$357,610	\$85,372
Base Period	Month 50	19-Apr	\$735,831	\$135,000	\$3,322,781	\$228,178	\$357,610	\$85,372
Base Period	Month 51	19-May	\$735,830	\$2,094,615	\$3,322,781	\$252,614	\$357,610	\$85,372
Base Period	Month 52	19-Jun	\$1,139,702	\$2,094,616	\$3,322,781	\$252,614	\$357,610	\$85,372
Base Period	Month 53	19-Jul	\$1,139,702	\$2,094,616	\$3,322,781	\$252,614	\$357,610	\$85,372
Base Period	Month 54	19-Aug	\$1,139,702	\$2,094,616	\$3,318,130	\$252,614	\$357,610	\$85,372
Base Period	Month 55	19-Sep	\$1,139,702	\$2,094,616	\$3,146,337	\$252,614	\$357,610	\$85,372
Base Period	Month 56	19-Oct	\$1,139,702	\$2,094,616	\$3,146,337	\$252,614	\$357,610	\$85,372
Base Period	Month 57	19-Nov	\$1,139,702	\$2,094,616	\$3,146,337	\$252,614	\$357,610	\$85,372
Base Period	Month 58	19-Dec	\$1,139,702	\$2,094,616	\$3,146,337	\$252,614	\$357,610	\$85,372
Base Period	Month 59	20-Jan	\$1,139,702	\$2,094,616	\$3,146,337	\$252,614	\$357,610	\$85,372
Base Period	Month 60	20-Feb	\$1,139,702	\$2,094,616	\$3,146,335	\$252,617	\$357,610	\$85,372
Total Base Period (8/1/2015 – 1/31/2020)			\$63,576,131	\$57,000,000	\$190,623,952	\$9,953,558	\$19,802,340	\$4,716,833
3 Year Renewal Period (Extension 1)	Month 61	20-Mar	\$1,139,702	\$1,405,572	\$3,266,113	\$0	\$357,610	\$85,372
Extension 1	Month 62	20-Apr	\$1,139,702	\$1,405,572	\$3,238,532	\$0	\$357,610	\$85,372
Extension 1	Month 63	20-May	\$1,139,702	\$1,405,572	\$3,238,532	\$0	\$357,610	\$85,372
Extension 1	Month 64	20-Jun	\$1,139,702	\$1,405,572	\$3,238,533	\$0	\$357,610	\$85,372
Extension 1	Month 65	20-Jul	\$1,139,702	\$1,405,572	\$3,238,533	\$0	\$357,610	\$85,372
Extension 1	Month 66	20-Aug	\$1,139,702	\$1,405,572	\$3,247,481	\$0	\$357,610	\$85,372
Extension 1	Month 67	20-Sep	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372
Extension 1	Month 68	20-Oct	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372
Extension 1	Month 69	20-Nov	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372
Extension 1	Month 70	20-Dec	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372
Extension 1	Month 71	21-Jan	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372

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Period	Month	Schedule of Invoices Date	Projected Change Request Charges	Project Premier A other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Invoices Maintenance and Operations Services Charges Invoice Amount	Central GAVM Maintenance and Operations Services Charges Invoice Amount
Extension 1	Month 72	21-Feb	\$1,139,702	\$1,405,572	\$3,058,660	\$0	\$357,610	\$85,372
Extension 1	Month 73	21-Mar	\$1,139,702	\$1,405,572	\$3,084,426	\$0	\$357,610	\$85,372
Extension 1	Month 74	21-Apr	\$1,139,702	\$1,405,572	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 75	21-May	\$1,139,702	\$1,405,572	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 76	21-Jun	\$1,139,702	\$1,405,572	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 77	21-Jul	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 78	21-Aug	\$1,139,702	\$1,405,571	\$3,057,916	\$0	\$357,610	\$85,372
Extension 1	Month 79	21-Sep	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 80	21-Oct	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 81	21-Nov	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 82	21-Dec	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 83	22-Jan	\$1,139,702	\$1,405,571	\$3,056,843	\$0	\$357,610	\$85,372
Extension 1	Month 84	22-Feb	\$1,139,702	\$1,405,571	\$3,056,845	\$0	\$357,610	\$85,372
Extension 1	Month 85	22-Mar	\$1,139,702	\$1,405,571	\$3,083,200	\$0	\$357,610	\$85,372
Extension 1	Month 86	22-Apr	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 87	22-May	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 88	22-Jun	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 89	22-Jul	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 90	22-Aug	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 91	22-Sep	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 92	22-Oct	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 93	22-Nov	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 94	22-Dec	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 95	23-Jan	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Extension 1	Month 96	23-Feb	\$1,139,702	\$1,405,571	\$3,055,623	\$0	\$357,610	\$85,372
Total Extension 1 Period Charges (2/1/2020 – 1/31/2023)			\$41,029,272	\$50,600,572	\$111,225,527	\$0	\$12,873,960	\$3,073,392

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Period	Month	Schedule of Invoices Date	Projected Change Request Charges	Project Prizes & other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Instructors Maintenance and Operations Services Charges Invoice Amount	Central Gavitt Maintenance and Operations Services Charges Invoice Amount
2 Year Renewal Period (Extension 2)	Month 97	23-Mar	\$1,139,702	\$1,336,127	\$3,082,391	\$0	\$357,610	\$85,372
Extension 2	Month 98	23-Apr	\$1,139,702	\$1,336,127	\$3,054,811	\$0	\$357,610	\$85,372
Extension 2	Month 99	23-May	\$1,139,702	\$1,336,127	\$3,054,811	\$0	\$357,610	\$85,372
Extension 2	Month 100	23-Jun	\$1,139,702	\$1,336,127	\$3,054,811	\$0	\$357,610	\$85,372
Extension 2	Month 101	23-Jul	\$1,139,702	\$1,336,127	\$3,054,811	\$0	\$357,610	\$85,372
Extension 2	Month 102	23-Aug	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 103	23-Sep	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 104	23-Oct	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 105	23-Nov	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 106	23-Dec	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 107	24-Jan	\$1,139,702	\$1,336,127	\$3,054,284	\$0	\$357,610	\$85,372
Extension 2	Month 108	24-Feb	\$1,139,702	\$1,336,127	\$3,054,282	\$0	\$357,610	\$85,372
Extension 2	Month 109	24-Mar	\$1,139,702	\$1,336,127	\$2,947,942	\$0	\$357,610	\$85,372
Extension 2	Month 110	24-Apr	\$1,139,702	\$1,336,127	\$2,920,365	\$0	\$357,610	\$85,372
Extension 2	Month 111	24-May	\$1,139,702	\$1,336,127	\$2,920,365	\$0	\$357,610	\$85,372
Extension 2	Month 112	24-Jun	\$1,139,702	\$1,336,127	\$2,920,365	\$0	\$357,610	\$85,372
Extension 2	Month 113	24-Jul	\$1,139,702	\$1,336,127	\$2,920,365	\$0	\$357,610	\$85,372
Extension 2	Month 114	24-Aug	\$1,139,702	\$1,336,127	\$2,917,078	\$0	\$357,610	\$85,372
Extension 2	Month 115	24-Sep	\$1,139,702	\$1,336,127	\$2,916,008	\$0	\$357,610	\$85,372
Extension 2	Month 116	24-Oct	\$1,139,702	\$1,336,127	\$2,916,008	\$0	\$357,610	\$85,372
Extension 2	Month 117	24-Nov	\$1,139,702	\$1,336,127	\$2,916,008	\$0	\$357,610	\$85,372
Extension 2	Month 118	24-Dec	\$1,139,702	\$1,336,127	\$2,916,008	\$0	\$357,610	\$85,372
Extension 2	Month 119	25-Jan	\$1,139,702	\$1,336,127	\$2,916,008	\$0	\$357,610	\$85,372
Extension 2	Month 120	25-Feb	\$1,139,702	\$1,336,127	\$3,083,746	\$0	\$357,610	\$85,372

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Period	Month	Schedule of Invoice Due	Projected Change Request Charges	Project Premise & other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Total Extension 2 Period Charges (2/1/2023 – 1/31/2025)			\$27,352,848	\$32,067,048	\$71,891,887	\$0	\$8,582,640	\$2,048,928
Total Charges			\$131,958,251	\$139,667,620	\$388,557,011	\$9,953,558	\$41,258,940	\$9,839,153

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* Change Request Charges are projected; the Charges for Change Requests shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the Counties' receipt of State funding for such Change Requests.

** Premise and other grant Charges are projected; the Charges for Premise and other grants shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the Counties' receipt of State funding for such Premise and other grants.

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Period

7. License and Maintenance Fees for Selected Software

	License Price Per Named User	Annual Maintenance Per License/Named User
Executive ScoreCard Casual User	\$4,285.71	\$857.14
PPM License	\$429	\$84

8. WCDS CalWIN Allocation Methodology

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The Counties' Executive Director or designee will provide Contractor with the Total Adj CL % column (the baseline is provided below) based on the following County share allocation table which will be used in producing monthly invoices as noted, subject to change as described in the Agreement.

Line Item	Description	Allocation Distribution	Party Responsible for Producing Monthly Invoice/Allocation As Applicable
Consortium/County Personnel			

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County Support Staff	Costs for county staff performing CalWIN-related ongoing activities: 1st level help desk, ongoing training, system and LAN administrative support, and participation in Consortium governance meetings including County CalWIN Managers or other county Subject Matter Experts.	Ongoing Training Support - 1 FTE System Administrator - 1 FTE Joint Maintenance Committee(s) - 1 FTE County Help Desk - Number of FTE's is based on actual help desk metrics collected over 17 months of CalWIN implementation in 13 counties. 1 FTE	WCDS	Formatted: Highlight
Consortium Project Team	Costs associated with the ongoing project staff provided by the Counties.	Project Team Member's hourly wage (including benefits), not to exceed IAPDU approved rates.	WCDS	Formatted: Highlight
Consortium Management	Costs for WCDS project site staff to oversee and manage CalWIN. WCDS Staff are employed by California State Association of Counties (CSAC).	Based on Large/Medium/Small Counties: Large - 6.7901% of Total Amount Medium - 5.5556% of Total Amount Small - 2.7778% of Total Amount	WCDS	Formatted: Highlight
Contractor Services				Formatted: Highlight
Application Maintenance	Costs associated with modifications and enhancements to the application software. These are services provided by the maintenance vendor.	Shared among the 18 CalWIN Counties, based on Recurring Sharing Tables, Column J.	Contractor –invoice WCDS - allocation	Formatted: Highlight
Quality Assurance	Costs for ongoing independent Quality Assurance oversight.	Santa Clara County currently holds the Federal/State share (95% of the QA contract). The remaining county share (5% of the QA contract) is shared among the 18 CalWIN Counties, based on Recurring Sharing Tables, Column J.	WCDS	Formatted: Highlight

Legal Counsel	Costs to cover County legal counsel and obtain outside legal counsel on an as needed basis during the M&O phase.	Allocated to San Mateo (for contracted Counsel) and Santa Clara (for County Counsel).	WCDS
Travel			
County Support Staff	Costs associated with CalWIN-related travel for County staff.	Based on geographic location as follows: \$6K: PLA, SAC, YOL \$8K: SOL \$9K: ALA, CCC \$10K: SFO, SMT, SON \$11K: FRS, SCL, SCZ \$12K: TUL \$20K: ORG, SDG, SLO, SBR, VEN	WCDS
Consortium Project Team	Costs associated with CalWIN-related travel for the Consortium Project Team.	Allocation approved by fiscal year based on IAPDU amount if any.	WCDS
Production and Operations			
FM&O	Core M&O base costs	Active Cases: Sharing based on Recurring Sharing Tables, Column J.	Contractor – invoice WCDS - allocation
Server and Web Monitoring	Server Monitoring: Costs associated with ongoing monitoring services for servers managed and controlled by the M&O vendor. Web Monitoring: Costs associated with ongoing web monitoring services and network upgrades. This service is provided by the maintenance vendor.	Server Monitoring: Based on actuals charged by Contractor, depending on county's hardware configuration. Web Monitoring: Sharing based on Sharing Tables, Column J.	Contractor – invoice WCDS - allocation

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Print Costs	Charges from the County Print Vendor to produce CalWIN batch correspondence, or for maintenance charges associated with the counties Enterprise Printer if no Print Vendor is utilized.	Sharing is based on the % of the total caseload for the county. Updated annually to current caseload ratios.	WCDS	Formatted: Highlight
Hardware Maintenance				Formatted: Highlight
Vendor-provided	Maintenance charges associated with all Vendor-provided hardware.	County specific Annual Maintenance based on County's hardware purchases.	Contractor – invoice WCDS - allocation	Formatted: Highlight
County-provided	Maintenance charges associated with all County-provided hardware.	County specific - Maintenance based on County's hardware purchases.	WCDS	Formatted: Highlight
Software Maintenance				Formatted: Highlight
Vendor-provided	Maintenance charges associated with all Vendor-provided software.	County specific - Annual Maintenance estimates based on County's software purchases.	Contractor – invoice WCDS - allocation	Formatted: Highlight
County-provided	Maintenance charges associated with all County-provided software.	County specific - Maintenance estimates based on County's software purchases.	WCDS	Formatted: Highlight
Network				Formatted: Highlight
Wide Area Network	Line charges for the WAN from the central data center to the counties' Point of Presence.	County specific WAN charges based on quantity x price of T1 or DS3 Access Charges; hardware lease charges, and network management charges.	Contractor – invoice WCDS - allocation	Formatted: Highlight
Local Area Network	Line charges within a county from their Point of Presence to each local office server and from that server to each workstation.	County specific telecom charges based on switch monitoring, and circuits, firewall, and router management.	WCDS	Formatted: Highlight

CalWIN Sharing Table Calculation:

1. Column A - County Name
2. Column B - County Size - Small, Medium, or Large
3. Column C- Current relative caseload ratios between the counties
4. Column D - GA/GR Caseload ratios between the counties
5. Column E - Breakdown of expense allocations based on county size
6. Column F - Average of Columns C, D, and E
7. Column G - Current relative caseload ratios between the counties, excluding GA/GR caseload
8. Column H - Column G times the non-GA/GR caseload percent for CalWIN as a whole (currently 99.09%)
9. Column I - Column F times the GA/GR caseload percent for CalWIN as a whole (currently 0.91%)
10. Column J - Column H plus Column I; this is the standard allocation for most CalWIN budget line items.

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Baseline CalWIN Sharing Table using actual values from July 2014 (caseload percentages and calculations are updated annually using the methodology described above):

A	B	C	D	E	F	G	H	I	J	
County	County Size	Total CL%	GA/GR CL%	L/M/S %	GA/GR% Formula	Non GA/GR CL%	Non GA/GR CL% *	GA/GR CL% *	Tot Adj %	Formatted: Highlight
							99.09%	.91%		Formatted: Highlight
Alameda	L	9.42%	14.07%	6.79%	10.09%	9.29%	9.21%	0.09%	9.3	Formatted: Highlight
Contra Costa	L	4.55%	3.18%	6.79%	4.84%	4.59%	4.55%	0.04%	4.53%	Formatted: Highlight
Fresno	L	8.72%	3.66%	6.79%	6.39%	8.87%	8.79%	0.06%	8.8	Formatted: Highlight
Orange	L	12.35%	2.13%	6.79%	7.10%	12.64%	12.52%	0.06%	12.5	Formatted: Highlight
Placer	S	0.92%	1.27%	2.78%	1.65%	0.91%	0.90%	0.02%	0.9	Formatted: Highlight
Sacramento	L	11.12%	16.99%	6.79%	11.63%	10.96%	10.86%	0.11%	10.9	Formatted: Highlight
San Diego	L	15.76%	4.96%	6.79%	9.17%	16.07%	15.92%	0.08%	16.0	Formatted: Highlight
San Francisco	L	6.70%	38.77%	6.79%	17.42%	5.79%	5.74%	0.16%	5.8	Formatted: Highlight
San Luis Obispo	S	1.31%	0.53%	2.78%	1.54%	1.33%	1.32%	0.01%	1.34%	Formatted: Highlight
San Mateo	M	2.33%	1.53%	5.56%	3.14%	2.36%	2.34%	0.03%	2.3	Formatted: Highlight
Santa Barbara	M	2.40%	1.70%	5.56%	3.22%	2.41%	2.39%	0.03%	2.4	Formatted: Highlight
Santa Clara	L	8.02%	6.38%	6.79%	7.06%	8.06%	7.99%	0.06%	8.0	Formatted: Highlight
Santa Cruz	S	1.33%	0.56%	2.78%	1.56%	1.36%	1.35%	0.01%	1.3	Formatted: Highlight
Solano	M	2.53%	0.85%	5.56%	2.98%	2.57%	2.55%	0.03%	2.5	Formatted: Highlight
Sonoma	M	2.07%	0.72%	5.56%	2.78%	2.11%	2.09%	0.03%	2.1	Formatted: Highlight
Tulare	L	5.27%	1.50%	6.79%	4.52%	5.38%	5.33%	0.04%	5.3	Formatted: Highlight
Ventura	M	4.03%	0.49%	5.56%	3.36%	4.13%	4.09%	0.03%	4.1	Formatted: Highlight
Yolo	S	1.16%	0.71%	2.78%	1.55%	1.17%	1.16%	0.01%	1.1	Formatted: Highlight
Total		100.00%	100.00%	100.00%	100.00%	100.00%	99.09%	0.91%	100.0	Formatted: Highlight

EXHIBIT B
EQUIPMENT AND SOFTWARE

I. General. Except as provided below in this Exhibit B, the listing of Equipment and Software as detailed in BAFO Schedule C – Hardware Costs, Schedule E Software Costs, Schedule G Facilities Costs, Schedule H Network Costs, Schedule I ASF HW & HWM Costs, Schedule J SW & SWM Costs, and Schedule K ASF Facilities Net Other is incorporated by reference into this Exhibit B. The parties agree that this listing and the updated tables below can be changed by Change Requests pursuant to Section 14.

II. Tables. Following are updated tables with lists of types of Software:

A. Software embedded in the Systems

1. HP Commercially Available Pre-existing Software

Software Name	Purpose	Part of Systems (Y/N)	Transfer License to The Counties (Y/N)	What version is installed ?	Notes
HP Exstream	Client Correspondence integrated software platform for creating, managing, and delivering communications	Y	Y	8.0.321	

2. Third-Party Software

Software Name (A)	Purpose (B)	Part of Systems (Y/N) (C)	Transfer License to The Counties (Y/N) (D)	What version is installed ? (E)	Notes (F)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 - (Column E) This software has been proposed to meet the NEW contract requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>					
ATI Convergys Customer Management	ACCESS IVR - Customer management and information management	Y	Y	N/A	ATI Proprietary software
CA Directory Manager	Directory Management Server	Y	Y	12.5	See Note #2
CA Identity Manager	User provisioning and identity management	Y	Y	12.5.13.0 .944	See Note #2
CA Identity Reporting Server	User provisioning and identity management reporting	Y	Y	12.5	See Note #2
CA SiteMinder	Single sign on and access management	Y	Y	12.05	See Note #2
CA SiteMinder Policy Server	Single sign on and access management policies	Y	Y	12.05	See Note #2
Corticon Rules Engine	Rules Engine Software	Y	Y	5.2	
IBM Content on Demand software	Report Store and Access Content Software	Y	Y	7.1.1.12	
IBM WebSphere	Transaction Processing Software	Y	Y	7	
Innovative Routines, Inc. (IRI) CoSORT	Sorting Software	Y	Y	9.1	
LBM Systems PCL2PDF	Client Correspondence Software (Legacy CC - English Only) - created by Visual Software UK	Y	Y	5.5.0	
MicroFocus COBOL Application Server (plus MF Server)	Cobol Runtime Software	Y	Y	5.1	

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Software Name (A)	Purpose (B)	Part of Systems (Y/N) (C)	Transfer License to The Counties (Y/N) (D)	What version is installed ? (E)	Notes (F)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the NEW contract requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>					
MicroFocus Server Express COBOL	COBOL Developer Licenses	Y	Y	5.1	
Microsoft Internet Information Server	Web Server Software	Y	Y	7.5	
Microsoft SQLServer Enterprise Edition	Database Software	Y	Y	2005 and 2008	
Oracle DBMS Enterprise Edition	Database Software	Y	Y	11	
Oracle JRocket Java	Oracle J2EE Management Service Compiler	Y	Y	1.6	
Oracle OBIEE	Business Intelligence Software	Y	Y	11	
Oracle Partitioning	Database Software Options	Y	Y	11	
Oracle Service Bus	Enterprise Service Bus	Y	Y	11.1.1.3 & 11.1.1.7	
Oracle SOA Suite - Advanced Compression	SOA Software Options	Y	Y	11.1.1.3	
Oracle SOA Suite - Mgmt Pack for WebLogic Server	SOA Software Options	Y	Y	11.1.1.3	
Oracle SOA Suite - System Monitoring for Non Oracle DB	SOA Software Options	Y	Y	11.1.1.3	
Oracle SOA Suite - WebLogic Server EE	SOA Software Options	Y	Y	11.1.1.3	

Deleted: Business

Software Name (A)	Purpose (B)	Part of Systems (Y/N) (C)	Transfer License to The Counties (Y/N) (D)	What version is installed ? (E)	Notes (F)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the NEW contract requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>					
Oracle SOA Suite - WebLogic Suite	SOA Software Options	Y	Y	11.1.1.3	
Oracle SOA Suite- Management Pack +	SOA Software Options	Y	Y	11.1.1.3	
Oracle SOA Suite- Oracle Middleware	SOA Software Options	Y	Y	11.1.1.3	
Oracle Tuxedo	Transaction Processing Software	Y	Y	10	
Oracle Weblogic Enterprise Edition	Transaction Processing Software	Y	Y	10.3.5 and 10.3.6	See Note #2
PageTech PCL and PDF Utilities	Client Correspondence Software (ECM - All Languages)	Y	Y		See Note #2 Being Replaced
PDF Tools 3 Heights PDF to PDF/A Converter	Create, view, validate convert and digitally sign PDF/A	Y	Y	3	See Note #2
Pitney Bowes CODE1 + Mailstream Plus	Address Validation Software	Y	Y	7.9	See Note #2
Pitney Bowes CODE1 Postnet Barcode	Address Validation Software	Y	Y	7.9	See Note #2
Pitney Bowes Enterprise Routing Module	Address Validation Software	Y	Y	7.9	See Note #2
Pitney Bowes Spectrum Enterprise Geocoding Module	Address Validation Software	Y	Y	7.9	See Note #2

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Software Name (A)	Purpose (B)	Part of Systems (Y/N) (C)	Transfer License to The Counties (Y/N) (D)	What version is installed ? (E)	Notes (F)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 - (Column E) This software has been proposed to meet the NEW contract requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>					
Pitney Bowes Spectrum Universal Address Module Web	Address Validation Software	Y	Y	7.9	See Note #2
Prolifics XMLink Server	Allow BEA Tuxedo applications access to business services	Y	Y	3.1	See Note #2
SAP Business Objects Business Objects Desk	Adhoc Query and Reporting Software	Y	Y	XI R.2	See Note #2
SAP Business Objects Enterprise	Adhoc Query and Reporting Software	Y	Y	XI R.2	See Note #2
SAP Business Objects InfoView	Adhoc Query and Reporting Software	Y	Y	XI R.2	See Note #2
SAP Business Objects Web Intelligence	Adhoc Query and Reporting Software	Y	Y	XI R.2	See Note #2
SoftInterface Convert Image	Convert images to standard format	Y	Y	3.01	See Note #2

3. Open Source Third Party Software

Software Name (A)	Purpose (B)	Part of Systems (Y/N)(C)	Transfer License to The Counties (Y/N)(D)	What version is installed ?(E)	Notes(F)
Notes: Note #1 - (Column F) Source: Alfresco Software Project Agreement. License Type: Lesser Gnu Public License Note #2 - (Column F) Source: Apache. License Type: Apache Note #3 - (Column F) Source: Joyent. License Type: MIT Note #4 - (Column F) Source: Cignex Liferay Support Agreement. License Type: Lesser Gnu Public License Note #5 - (Column F) Source: Simon Tatham (Putty creator). License Type: MIT Note #6 - (Column F) Source: Red Hat Subscription Licensing and Support Agreement License. License Type: Gnu Public License					
Alfresco ECM	Enterprise Content Management System for CalWIN Client Correspondence. The Redis Data Dictionary is included with the ECM software	Y	Y	4.1.7	See Note #1
Apache SOLR	High Performance Disk Access for the ECM	Y	Y	4.3.1	See Note #2
Apache Zookeeper	High Performance Multi-node scalability for the ECM	Y	Y	3.4.5	See Note #2
Joyent Node.js	High Performance I/O and event JavaScript for ingesting content in the ECM. Package manager npm is included with Node.js.	Y	Y	0.10.6	See Note #3
Liferay Portal	Portal Software	Y	Y	6.1	See Note #4

Deleted: scalability

Deleted: Performance I

B. Application Software Maintenance & Operations Tools

1. Contractor Technology Tools

Software Name	Purpose	Used For Software Maintenance (Y/N)	Used In Operations Service Delivery (Y/N)	Transfer License to The Counties (Y/N)
HP CubeD	Development tool, assisting in page design	Y	N	Y
HP Data Access Services (DAS)	Development tool, data access layer	Y	N	Y

2. HP Commercially Available Pre-existing Software

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
HP ArcSight	Security Information and Event Management (SIEM) service	N	Y	N	Not Installed - future	See Note #3
HP Business Availability Center Business Process Monitor tool	Measures the user experience by executing controlled synthetic transactions to identify availability and performance issues	N	Y	N	Not Installed - future	See Note #3
HP Business Service Management (BSM)	HP BSM monitor and maintain the health of the key business services and processes it supports	N	Y	N	9.23	See Note #3
HP C Runtime	C Runtime - Optimized for HP Hardware	N	Y	N	11.31.03	
HP Data Protector (Backup and Restoration)	Unified backup and recovery solution that utilizes an intelligent approach to data management	N	Y	N	6.21	See Note #3
HP Enterprise Service Management (ESM/SRA) Suite	Software to manage: Incident, Problem, Release, Escalation, Service Level, Change, Knowledge, Operations, and	N	Y	N	SM9.33.003 5 (SM9)	See Note #3

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Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
	Operations Process Management (individual tools listed below)					
HP ESM - Asset Manager	IT Assest Management and Reporting	N	Y	N	Not Installed - future	See Note #3
HP ESM - Capacity Management	HP Capacity Management Service is comprised of three components: Utilization Reporting, Capacity Trend Reporting, and Capacity Manager	N	Y	N	Not Installed - future	See Note #3
HP ESM - Configuration Management System (UCMDB)	The Configuration Management System software will control and manage changes to configuration items	N	Y	N	Not Installed - future	See Note #3
HP ESM - Global Delivery Capacity and Performance Management (GDCPM) Database	Capacity database and reporting solution that is fed from underlying domain-level tools and management frameworks	N	Y	N	Not Installed - future	See Note #3

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
HP ESM - Operations Manager Performance Agent (PA)	Collects and logs performance metrics for historical analysis and uses this measurement data to detect exception conditions	N	Y	N	Not Installed - future	See Note #3
HP ESM - Operations Orchestration	Support automation of common tasks and processes, improve service quality with accelerated incident resolution	N	Y	N	Not Installed - future	See Note #3
HP ESM - Performance Insight (PI)	Collects, analyzes, and summarizes management data from a wide range of network protocols and devices	N	Y	N	Not Installed - future	See Note #3
HP ESM - Performance Manager	Web-based analysis and visualization tool that analyzes performance trends of applications, systems, and services	N	Y	N	Not Installed - future	See Note #3
HP ESM - Reporter	Management-reporting solution that automatically transforms performance and	N	Y	N	Not Installed - future	See Note #3

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
	availability data captured by HP applications and performance agents					
HP Executive Scorecard	Systems Operations Dashboard - automated data collection and support analysis from multiple data sources to provide a single view of operations and application-maintenance metrics.	N	Y	Y	9.41	
HP Fortify SCA	Fortify SCA has 6 analyzers: data flow, control flow, semantic, structural, configuration, and buffer to identify different types of security vulnerabilities	N	Y	N	Not Installed - future	See Note #3
HP Measureware	Server Monitoring Software	N	Y	N	4.73.410	See Note #3
HP OpenView (including HP GlancePlus Pak and HP Measureware)	Server Management and Monitoring for processes and resource utilization. Open View will be	N	Y	N	Glance C.05.00.100	See Note #3

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
	replaced by the new ESM tools					
HP PPM Center	Project Management, Portfolio Management, and Reporting Tool	Y	N	Y	9.14	
HP Quality Center/Application Life Cycle Management tool suite (includes the existing HP Loadrunner and Virtual User Generator (VuGen) software)	Supports relationships between requirements, test cases, and defects and properly reports coverage, test execution, and defect resolution	Y	N	Y	11.4	
HP QuickTest Professional (QTPro)	Performs functional and regression testing through a user interface such as a native GUI or web interface	Y	N	Y	UFT 12	See Note #1
HP Real User Monitor software (RUM)	HP Real User Monitor software passively monitors application performance and availability for all users at all locations	N	Y	N	9.23	See Note #3

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Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column D) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN Systems.</p> <p>Note #4 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement this software may be replaced as HP maintains and optimizes the operational environment.</p>						
HP Storage Essentials	HP Storage Essentials software provide utilization and capacity monitoring, planning, and reporting	N	Y	N	4.1	See Note #3 Deleted: utilization
HP StorageWorks XP Performance Advisor	Used to monitor the performance of the HP disk array resources with automatic event notification	N	Y	N	4.1	See Note #3
HP Systems Insight Manager (SIM) and Insight Control (iCE)	HP Systems Insight Management (SIM) software and services will monitor, notify, and report on the enterprise servers	N	Y	N	1.28	See Note #3
HP Tipping Point	Network intrusion detection and - prevention system	N	Y	N		See Note #3
HP UX	Unix based operating system	N	Y	N	11.3	See Note #3
HP UX Secure Shell File Transfer	Secure File Transfer Software	N	Y	Y	4.1	
HP WebInspect	WebInspect identify and validate critical, high-risk security	N	Y	N	Not Installed - future	See Note #3

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
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	vulnerabilities in applications					
HP B6200 StoreOnce Replication	Replication of B6200 virtual tape storage devices	N	Y	N	3.9	Deleted: Replication

3. Third Party Software

Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
Altova XMLSpy	XML Editor	Y	N	Y	2104	See Note #1
CA AllFusion Erwin Data Modeler	Erwin Data Modeler	Y	N	Y	7.2	See Note #1
CA AllFusion Model Manager	Allowing multiple users to share models	Y	N	Y	7.2	See Note #1
CA AllFusion Process Modeler	Process Modeler	Y	N	Y	7.2	See Note #1
CA Data Transport Option	File Management	N	Y	Y	3.1	See Note #2
CA Service Plus Service Desk (SPSD)	Service Desk Software	N	Y	Y	12.5	See Note #2
CA SiteMinder	Single sign on and access management	N	N	Y	12.05	See Note #2
CA SiteMinder Policy Server	Single sign on and access management policies	N	N	Y	12.05	See Note #2
CA SQL Station	SQL Development Tool	Y	N	Y	7	See Note #1
CA Systems Agent	Server monitoring agent	N	Y	Y	3.1 and 11.2	See Note #4
CA Unicenter TNG	Server monitoring software	N	Y	Y	3.1 and 11.2	See Note #4
CA Workload Manager	Batch Scheduling Software	N	Y	Y	3.1 and 11.2	See Note #2

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Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
Dynamic Web TWAIN ActiveX Edition	Scanning controls for web pages	Y	N	N	7	See Note #2
eHelp RoboHELP Office	CalWIN Help Text Development Tools	Y	N	N	9.1	See Note #1
Enterprise Distributed Technologies CompleteFTP Professional Edition	File Transfer	N	Y	N	6.2.0	See Note #2
Hudson / ant	Build Manager	Y	N	Y	2.1.0	
IBM AIX	Operating System Software	N	Y	Y	6.1	
IBM AIX Secure SSH and Secure SSL	Secure File Transfer Software	N	Y	Y	OpenSSH_3.8.1p1, OpenSSL 0.9.7d	
IBM C++ Runtime/Compiler	C++ Compiler - Optimized for HP Hardware	Y	N	Y	7	
Informatica Fast Clone	File Management	N	Y	N	6.8.2.1	See Note #2
McAfee Anti-Virus	Anti-Virus Software	N	Y	N	8.7	See Note #4
Microsoft SharePoint	Collaboration Tools for Sharing Project Documents	N	Y	Y	Sharepoint Services 3.0	
Microsoft Visual C++	C++ Compiler - Microsoft	Y	N	Y	6	

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Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
Microsoft Visual Studio .NET Framework	.NET development tools	Y	N	Y	4.5	
Microsoft Windows Enterprise Edition	Operating System Software	N	Y	Y	2003 and 2008	
Nico Mak Computing WinZip	File Compression	N	Y	N	8.1 and 9.0	See Note #4
OpenText Exceed	Access to X window applications from Microsoft Windows	Y	N	N	9	See Note #1
Oracle Advanced Diagnostics Pack	Database Software Options	N	Y	Y	11	
Oracle Change Mgmt Pcks	Database Software Options	Y	N	Y	11	
Oracle Configuration Management Option	Database Software Options	Y	N	Y	11	
Oracle DBMS Active Data Guard	Database Software Options	N	Y	Y	11	
Oracle DBMS Data Masking Pack	Database Software Options	Y	N	Y	11	
Oracle DBMS Grid Control	Database Software Options	N	Y	Y	11	
Oracle DBMS Real Application Cluster (RAC) Option	Database Software Options	N	Y	Y	11	
Oracle Provisioning Packs	Database Software Options	N	Y	Y	11	

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Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
Oracle Tuning Packs	Database Software Options	N	Y	Y	11.1.1.3	
PGP Command Line	Batch Job Support Tool	N	Y	N	9.9	See Note #2
Pitney Bowes Spectrum Universal Address Module Web	Address Validation Software	N	N	N	7.9	See Note #2
QSM tool SLIM-Estimate	Project estimation methodology and tool	Y	N	N	8	See Note #1
Rimage PerfectImage	File Management	N	Y	N	8	See Note #2
Scooter Software Beyond Compare	File Comparison Utility	Y	N	N	2	See Note #1
Serena Configuration Management (Dimensions CM)	Configuration Management Software for application source code	Y	N	N	7.2	See Note #1
SSL Certifications - Comodo	Allows secure connections from a web server to a browser	N	Y	N	Current	See Note #4
SSL Certifications - Symantec	Allows secure connections from a web server to a browser	N	Y	N	Current	See Note #4
SSL Certifications - Verisign	Allows secure connections from a	N	Y	N	Current	See Note #4

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Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
	web server to a browser					
Swiftview Pro Network	Network Management Utility	N	Y	N	2008	See Note #4
Sybase PowerBuilder Enterprise	PowerBuilder Development Tools (SMART support)	Y	N	N	11.5	See Note #1
Sybase PowerBuilder VM	PowerBuilder Runtime Environment (SMART support)	Y	N	N	11.5	See Note #1
VMWARE vCenter	Server Partitioning	N	Y	N	4.1	See Note #4
VMWare vSphere Enterprise	Server Partitioning	N	Y	N	4.1	See Note #4
Stylus Studio XML Enterprise	XML Editing tool used by the OSB team	Y	N	Y	X15	See note #4
SmartBear SoapUI Pro Version	SOAP Service Test Tool	Y	N	Y	4.3.6	See note #4
Adobe Acrobat Reader	PDF Reader	N	Y	N	9	
Adobe Acrobat Standard	PDF Updater	N	Y	N	9	
Microsoft Office Professional	Word processing, Spreadsheet, and	N	Y	N	2010, 2012, 2013	

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Software Name (A)	Purpose (B)	Used For Software Maintenance (Y/N) (C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
<p>Notes:</p> <p>Note #1 - (Column D) This software is being carried forward from the Information Technology Agreement. This software is currently used by HP to support Software maintenance.</p> <p>Note #2 - (Column C) This software is being carried forward from the Information Technology Agreement. This software is currently used within the Software.</p> <p>Note #3 -(Column E) This software has been proposed to meet the Agreement requirements. This software is part of the HP Operations leveraged service. The use of the software is included in the service but no license is purchased specifically to support CalWIN.</p> <p>Note #4 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is part of the CalWIN operations service delivery. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p> <p>Note #5 - (Column E) This software is being carried forward from the Information Technology Agreement. This software is not currently in use. This software is not required for the Software functionality. Under the Agreement, this software may be replaced as HP maintains and optimizes the operational environment.</p>						
	Presentations Software					
Microsoft Outlook	Email software	N	Y	N	2010, 2012, 2013	
Microsoft Project	Project Management software	N	Y	N	2010, 2012, 2013	
Microsoft Visio	Diagram and Drawing Software	N	Y	N	2010, 2012, 2013	
Microsoft Windows	Operating System Software				7, 8	

4. Open Source Third Party Software

Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
Notes: Note #1 - (Column G) Source: Alfresco Software Project Agreement. License Type: Lesser Gnu Public License Note #2 - (Column G) Source: Apache. License Type: Apache Note #3 - (Column G) Source: Joyent. License Type: MIT Note #4 - (Column G) Source: Cignex Liferay Support Agreement. License Type: Lesser Gnu Public License Note #5 - (Column G) Source: Simon Tatham (Putty creator). License Type: MIT Note #6 - (Column G) Source: Red Hat Subscription Licensing and Support Agreement License. License Type: Gnu Public License						
Apache Tomcat (Web Server)	Web Server Software	N	Y	Y		See Note #2
OpenSSL	Used to create non-production SSL certificates for our internal CalWIN_CA Certificate Authority	N	Y	N	0.9.8	See Note #6
PhoneGap	PhoneGap framework allows creating mobile apps using standardized web APIs for various platforms including IOS & Android	Y	N	Y	Cordova 2.1.1	See Note #2
Putty software for Windows	Terminal emulator, serial console and network file transfer application. Secure File Transfer (PSFTP) is supported	Y	N	Y	.54 and .60	See Note #5
Putty software for HP UX	Terminal emulator, serial console and network file transfer	Y	N	N	0.63	See Note #5

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Software Name (A)	Purpose(B)	Used For Software Maintenance (Y/N)(C)	Used In Operations Service Delivery (Y/N)(D)	Transfer License to The Counties (Y/N)(E)	What version is installed?(F)	Notes(G)
Notes: Note #1 - (Column G) Source: Alfresco Software Project Agreement. License Type: Lesser Gnu Public License Note #2 - (Column G) Source: Apache. License Type: Apache Note #3 - (Column G) Source: Joyent. License Type: MIT Note #4 - (Column G) Source: Cignex Liferay Support Agreement. License Type: Lesser Gnu Public License Note #5 - (Column G) Source: Simon Tatham (Putty creator). License Type: MIT Note #6 - (Column G) Source: Red Hat Subscription Licensing and Support Agreement License. License Type: Gnu Public License						
	application. Secure File Transfer (PSFTP) is supported					
RedHat Enterprise Linux	Operating System Software	N	Y	Y	5.4 and 5.5	See Note #6

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III. A Partial List of Documentation To Be Provided by Contractor to the Counties in Accordance with Section 10.5 of the Agreement

1. CA Service Plus Desk software
2. SAP Business Objects – Info View and Web Intelligence
3. IBM Content on Demand
4. HP Exstream
5. SmartBear SOAP UI
6. HP Quick Test Professional
7. Serena Configuration Management (replaced PVCS Dimensions)
8. HP PPM Center and HP Quality Center
9. CA Workload Manager
10. PGP Command Line
11. HP Executive Scorecard
12. MS SharePoint
13. CA AllFusion ERWIN Data Modeler
14. Scooter Beyond Compare
15. Microsoft Office Professional, Microsoft Outlook, Microsoft Project, Microsoft Visio and Microsoft Windows
16. HP Cube D
17. Adobe PDF Reader and Writer
18. QSM Tool SLIM estimate

19. Documentation for Other Software as requested by the Counties

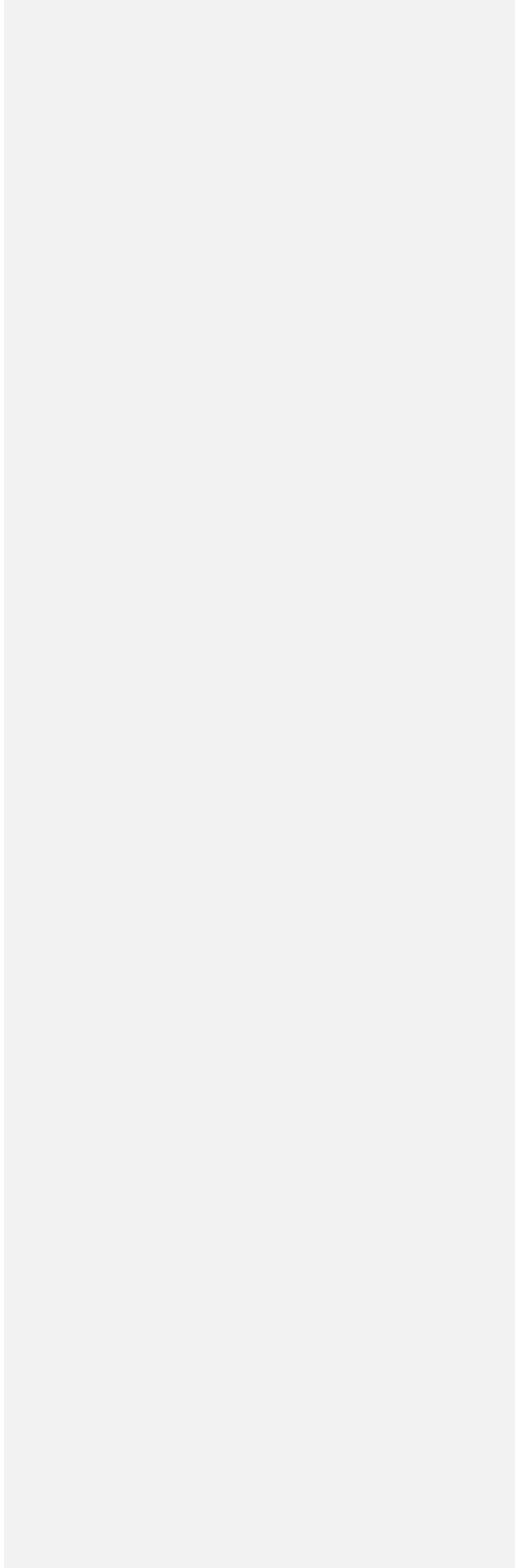


EXHIBIT C

SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

WCDS Consortium

WCDS Procurement Project

Service Level Agreements Matrix (SLA)

C-1

2923905.1

1. SLA High Level Overview

The following table provides a high level overview of the SLAs.

SLA Number	SLA Name	Performance Standard
3.1.1	System Availability CalWIN System	The CalWIN System will be Available 99.5% of the CalWIN System Availability Time
3.1.2	System Availability Benefits CalWIN System	The Benefits CalWIN System shall be Available 99.8% of the Benefits CalWIN Availability Time.
3.1.3	System Availability ACCESS CalWIN System	The ACCESS CalWIN System shall be Available 99.8% of the ACCESS CalWIN Availability Time.
3.1.4	Wide Area Network (WAN) Availability	The WAN connection shall be Available 99.5% of the WAN Availability Time.
3.1.5	Release Quality within User Acceptance Test (UAT)	The Systems shall have a Release Quality Performance Standard of no more than one unique Deficiency per 1000 lines of Software Source Code introduced by the Contractor in a Release in UAT
3.1.6	Deliverable(s) produced in Change Request Delivered to UAT on Schedule	Deliverable(s) <u>produced</u> in Change Request and included in a Release shall be delivered to UAT no later than the baseline planned Release to UAT date set forth in the Release Work Plan.
3.1.7	Deficiency Resolution Timeliness	All priority Medium, High, and Urgent Deficiencies introduced into the Production environment with a Release and found in the first 90 Days after the OED shall be resolved prior to the OED of the next Release or within 60 Days of entry into the Service Request tool, whichever is greater. All priority Low Deficiencies specifically introduced into the Production environment in a Release and found in the first 90 Days after implementation into Production shall be resolved within 150 Days after entry into the Service Request tool.
3.1.8	Batch Processing and System Outputs	All Systems processes and outputs, as identified in the System Operations Plan, shall be successfully completed and delivered on schedule 99% of the time.
3.1.9	Monthly Batch Issuance	100% of all monthly issuance jobs shall be completed by Contractor by the deadline of the monthly batch issuance schedule.

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SLA Number	SLA Name	Performance Standard
3.1.10	CalWIN System Transaction Response Time	<p>The CalWIN System Transaction Response Time shall be as follows:</p> <ul style="list-style-type: none"> • 96% of all monthly user initiated transactions, in between the County POP router and the Contractor’s servers, shall complete Processing in accordance with applicable Specifications within 2 seconds or less. • 98% of all monthly user initiated transactions, in between the County POP router and the Contractor’s servers shall complete Processing in accordance with applicable Specifications within 8 seconds or less.
3.1.11	EDBC Transaction Response Time	<ul style="list-style-type: none"> • 96% of all monthly user initiated EDBC transactions in between the County POP router and the Contractor’s servers complete Processing within 30 seconds or less. • 98% of all monthly user initiated EDBC transactions in between the County POP router and the Contractor’s servers complete Processing within 45 seconds or less.

<p>3.1.12</p>	<p>Deficiency Service Ticket Resolution Performance</p>	<ul style="list-style-type: none"> • Urgent Deficiency Service Tickets: 99% of County generated Service Request Tickets will be resolved within 4 hours of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Urgent Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 14 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • High Deficiency Service Tickets: 98% of County generated Service Request Tickets will be resolved within three (3) Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • High Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 30 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Medium Deficiency Service Tickets: 85% of County generated Service Request Tickets will be resolved within 14 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Medium Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 45 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Low Deficiency Service Tickets: 85% of County generated Service Request Tickets will be resolved within 30 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Low Service Tickets: 100% of County generated Service Request Tickets will be resolved within 90 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue
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SLA Number	SLA Name	Performance Standard
3.1.13	Disaster Recovery	Verify annually that disaster recovery procedures and facilities exist and that tests have been performed to allow for alternate means of System Availability within 24 hours in the event a Disaster has been declared for the Central Site Facility.
3.1.14	Backup Completion & Server Data Retention	<ul style="list-style-type: none"> • At least 95% of all backup jobs scheduled to be completed within a month are completed in accordance with applicable Specifications within the Non - Business Operations Window • 100% of all backup jobs scheduled to be completed within a month are completed in accordance with applicable Specifications prior to next Non - Business Operations Window
3.1.15	Operations Deliverables and Reports Delivery	The Key Deliverables described in Attachment A shall be completed in accordance with applicable Specifications by the Contractor within five (5) working days after the date for completion as identified in the table within Attachment A.
3.1.16	Security Management Notice and Mitigation	<p>Contractor shall notify Counties Executive Director within one (1) hour following the identification of any potential or actual major or minor incident, including any breach, any attack, or the introduction of any disabling device, related to the Systems.</p> <p>Contractor shall take corrective action to mitigate the potential or actual major or minor security incident within two (2) hours following the identification of each potential or actual security incident.</p>
3.1.17	Security Management Report	<p>Contractor shall provide a written report and assessment within twelve (12) hours following the identification of the minor security incident to the Counties Executive Director regarding all actions taken concerning each identified minor security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) of the security incident.</p> <p>Contractor shall provide a high level and summary analysis in two hours and written report and assessment within eight hours to the Counties Executive Director following the identification of the major security incident regarding all actions taken concerning each identified major security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) of the security incident.</p>

2. SLA Definitions

Some words and phrases are intended to convey a specific and precise meaning when used with Service Level Agreements. The following table below defines these words and phrases.

Term	Definitions
Accepted	Acceptance by the Counties of an event or action by Contractor
ACCESS	Automated CalWIN Client Entry to Social Services
ACCESS CalWIN System Availability Time	When applied to ACCESS CalWIN System, ACCESS CalWIN System Availability Time means 24 hour a day and 365 days a year which the ACCESS CalWIN System and the supporting computing infrastructure under the contractor's control are operating and usable to the Counties.
Allowable Downtime	The percentage of Downtime that is permissible under a Performance Standard
Available	Operational in accordance with applicable Specifications
Batch Program	A program that does not require human interaction which is scheduled to run from an automated scheduling tool
Business day or Working day	Monday through Saturday
Batch Window	The period of time from 8:00 PM – 6:00 AM PST Monday– Saturday all day on Sundays and Counties holidays.
Benefits CalWIN System Availability Time	When applied to Benefits CalWIN System, "Benefits CalWIN System Availability Time" means 24 hour a day and 365 days a year which the Benefits CalWIN System and the supporting computing infrastructure under the contractor's control are operating and usable to the Counties.
CalWIN System Availability Time	When applied to CalWIN System or any of its subsystems (e.g., EDBC, Client Correspondence, and Management Reporting), "CalWIN System Availability Time" means 6:00 AM – 8:00 PM PST Monday – Saturday, except for Counties holidays, which the CalWIN System and the supporting computing infrastructure under the contractor's control are operating and usable to the Counties.
Disaster	A natural event that renders the Central Site Facility inoperable and that the Counties and Contractor mutually declare a disaster
Downtime	Anytime, outside of batch windows, maintenance windows, or Counties-requested maintenance, that a Systems function is not Available because the Systems are not operating in accordance with their applicable Specifications.
Eligibility Determination Benefits Calculation (EDBC)	Calculations, based on client information and rules for determining the appropriateness and applicability of County, State and federal programs and the amount of the benefits (if any) for which clients are eligible.
Interfaces	Programs that send and receive System Data to external applications on a scheduled basis

Term	Definitions
LAN	Local Area Network; Networked equipment in a County Site that includes patch cables, punch downs, switches and internal routers but does not include the external router to the Contractor WAN.
Level 1	The first level of the Systems Support Organization that receives the initial request from the User.
Level 2	The second level of the Contractor Support Organization that contains deep skills in specific areas that will receive a Service Request Ticket from Level 1 and tries to resolve deficiencies that could not be resolved by Level 1.
Level 3	The third level of the Contractor support Organization that is seen as an expert in a particular area or is part of the management team that will receive a Service Request Ticket from Level 2 and will resolve the deficiencies that could not be resolved by Level 2.
Non - Business Operations Window	8:00 PM – 6:00 AM PT Monday – Saturday, except for the Counties’ holidays.
Operations Effective Date	The date that Contractor fully assumes control, Maintenance and Operations of the Systems.
Performance Standard	The standards which Services will meet as described in Exhibit F.
Point of Presence (POP)	Refers to a router that is owned and managed by the Contractor but that resides in a non-Contractor Data center. All network traffic accessing the County will travel to one Point of Presence.
Production	The use of Function(s) in the Counties' production environment(s) and to perform their regular business operations.
Release	A specifically identifiable version of the system that is (or was) placed into production on a particular date.
Security Incident	Once an event has been confirmed to have an impact on security, the event is classified as a Security Incident
Service Request Ticket	Document created within the in Service Request tool and is used to record the analysis and resolution process and support reporting problems reported by users.
Systems Operations Dashboards	The Contractor provided tool that describes the performance of the Systems, as described in Exhibit F.
Transaction	A single add, change, inquiry, or delete unit of work initiated through a CalWIN System online application screen. Each screen may initiate one or more requests (transactions) based on the CalWIN System application requirements.
Transaction Response Time	Length of time for the CalWIN System to process a request and return Data on the part of the host network under the Contractor’s control in accordance with applicable Specifications.
UAT	User Acceptance Tests performed by County staff and/or Project Staff

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Term	Definitions
Users	Parties who will have use of and access to the Systems and Services.
WAN	Networked equipment in the Data centers (Central Site Facility and Contractor's back up site) and the network connection between them and each of the County Sites, which includes the external routers at each POP County Site

3. Service Level Agreements

3.1.1 Systems Availability CalWIN System

SLA Name	Systems Availability CalWIN System
Performance Standard	The CalWIN System will be Available 99.5% of the CalWIN System Availability Time.
Effective Date	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor. <p><u>Counties</u></p> <ul style="list-style-type: none"> Report CalWIN System Availability issues with the CalWIN System. LAN maintenance Workstation maintenance <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the CalWIN Systems 99.5% of CalWIN System Availability Time and report CalWIN System Availability within the Systems Operations Dashboards.
Escalation	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent to the Service Desk tool and one or more of the following Contractor staff will respond to the ticket.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>Level 3</p> <p>If the CalWIN System Availability reaches 99.6% during the month, the Contractor shall conduct the following:</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties

<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on CalWIN System Available Time. The number of CalWIN System Available Time minutes for each County shall be determined in accordance with the following formulas:</p> <p>Allowable Downtime (ADT) = (B – C) *.005</p> <p><i>Note: .005 = Allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> • B = Operations days in that month * (14) operations hours per day * (60) min per hour. • C = Counties Accepted CalWIN System Downtime <p>For example in the month of October, 2010</p> <p>B = 26 *14 *60 = 21,840 minutes</p> <p>C = 60 minutes Downtime Accepted by the Counties</p> <p>Therefore, CalWIN System ADT for each County in October 2010 = (21,840 - 60) * .005 = 108.90 minutes</p> <p>Or ~1 hour 49 minutes ADT.</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for Downtime in excess of defined ADT:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$5,000 • 61 - 90 minutes - \$7,000 • 91 - 120 minutes -\$8,000 • Over 2 hours - \$12,000 per hour after 2 hours <p>Liquidated damages are cumulative, so if the excess time for a single County is 4 hours 37 minutes, the total liquidate damages for that month = \$53,000</p> <p>In addition to the liquidated damages cited above, for each incident of CalWIN System Downtime during the CalWIN System Availability Time in excess of four (4) per month, the Contractor shall be assessed \$5,000 per incident regardless of the duration of Downtime.</p>
<p>Exceptions</p>	<p>Any CalWIN System Downtime that has been Accepted by the Counties Executive Director will be excluded from the ADT calculation.</p>
<p>Monitoring</p>	<p>The Contractor monitoring tools and description will be updated within this section.</p> <p>During the CalWIN System Availability Time, execute a predefined, mutually agreed upon transaction once every five minutes which logs successful execution with a date/time stamp.</p>
<p>Reporting</p>	<p>The Contractor shall report all occurrences and duration of each Downtime within the System Operations Dashboard.</p>

3.1.2 Systems Availability Benefits CalWIN System

<p>SLA Name</p>	<p>Systems Availability Benefits CalWIN System</p>
<p>Performance Standard</p>	<p>The Benefits CalWIN System shall be Available 99.8% of the Benefits CalWIN Availability Time.</p>
<p>Effective Date:</p>	<p>OED</p>

<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor. <p><u>Counties</u></p> <ul style="list-style-type: none"> Report Benefits CalWIN System Availability issues with the Benefits CalWIN System <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the Benefits CalWIN System at 99.8% of Benefits CalWIN Availability Time and report Benefits CalWIN System Availability within the Systems Operations Dashboard
<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent to the Service Desk and one or more of the following Contractor staff will respond to the ticket.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>If the Benefits CalWIN System Availability reaches 99.85% during the month, the Contractor shall conduct the following:</p> <p>Level 3</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties
<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on the Benefits CalWIN Available Time. The number of Benefits CalWIN Available Time minutes per County shall be determined in accordance with the following formulas:</p> <p>Allowable Downtime (ADT) = (B – C) *.002</p> <p><i>Note: .002 = Allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> B = days in that month * (24) operations hours per day * (60) min per hour. C = Counties Accepted Benefits System Downtime <p>For example in the month of October, 2010;</p> <p>B = 31 *24 *60 = 44,640 minutes</p> <p>C = 60 minutes Downtime Accepted by the Counties</p> <p>Therefore, Benefits CalWIN ADT in October 2010 = 44,580 * .002 = 89.16 minutes</p> <p>Or ~1 hour 29 minutes Allowable Downtime</p>

<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for time in excess of defined ADT:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes - \$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>Liquidated damages are cumulative, so if the excess time for a single County is 4 hours 37 minutes, the total damages for that month = \$25,000.</p> <p>In addition to the Liquidated damages cited below, for each incident of the Benefits CalWIN System Downtime during the Benefits CalWIN Available Time in excess of four (4) per month, the Contractor shall be assessed \$2,500 per incident regardless of the duration of Downtime.</p>
<p>Exceptions</p>	<p>Any Benefits CalWIN System Downtime that has been Accepted by Counties Executive Director will be excluded from the Allowable Downtime calculation.</p>
<p>Monitoring</p>	<p>The Contractor Monitoring Tools and description will be updated within this section.</p> <p>During the Benefits CalWIN System Availability Time, execute a predefined, mutually agreed upon transaction once every five minutes which logs successful execution with a date/time stamp.</p>
<p>Reporting</p>	<p>The Contractor shall report all occurrences and duration of each Downtime within the System Operations Dashboard.</p>

3.1.3 Systems Availability ACCESS CalWIN System

<p>SLA Name</p>	<p>Systems Availability ACCESS CalWIN System</p>
<p>Performance Standard</p>	<p>The ACCESS CalWIN System shall be Available 99.8% of the ACCESS CalWIN Availability Time.</p>
<p>Effective Date:</p>	<p>OED</p>
<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> • Review Service Request reports provided by Contractor. <p><u>Counties</u></p> <ul style="list-style-type: none"> • Report ACCESS CalWIN System Availability issues with the ACCESS CalWIN System • LAN maintenance • County managed IVR Equipment <p><u>Contractor</u></p> <ul style="list-style-type: none"> • The Contractor shall deploy the resources necessary to maintain the ACCESS CalWIN System at 99.8% of ACCESS CalWIN Availability Time and report ACCESS CalWIN System Availability within the Systems Operations Dashboard

<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent to the Service Desk and one or more of the following Contractor staff will respond to the ticket.</p> <p>Level 1</p> <ul style="list-style-type: none"> • County or Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> • Contractor Technical operations reviews initial Service Request Ticket • Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>If the ACCESS CalWIN System Availability reaches 99.85% during the month, the Contractor shall conduct the following:</p> <p>Level 3</p> <ul style="list-style-type: none"> • Contractor management is notified • Contractor notifies Counties Executive Director, Counties Project Staff and Counties
<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on the ACCESS CalWIN Available Time. The number of ACCESS CalWIN Available Time minutes per County shall be determined in accordance with the following formulas:</p> <p>Allowable Downtime (ADT) = (B – C) *.002</p> <p><i>Note: .002 = Allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> • B = days in that month * (24) operations hours per day * (60) min per hour. • C = Counties Accepted ACCESS System Downtime <p>For example in the month of October, 2010;</p> <p>B = 31 *24 *60 = 44,640 minutes</p> <p>Therefore, ACCESS CalWIN ADT in October 2010 = 44,580 * .002 = 86.16 minutes</p> <p>Or ~1 hour 29 minutes Allowable Downtime</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for time in excess of defined ADT:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes - \$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>Liquidated damages are cumulative, so if the excess time for a single County is 4 hours 37 minutes, the total damages for that month = \$25,000</p> <p>In addition to the Liquidated damages cited above, for each incident of the ACCESS CalWIN System Downtime during the ACCESS CalWIN Available Time in excess of four (4) per month, the Contractor shall be assessed \$2,500 per incident regardless of the duration of Downtime.</p>

Exceptions	Any ACCESS CalWIN System Downtime that has been Accepted by Counties Executive Director will be excluded from the Allowable Downtime calculation.
Monitoring	The Contractor Monitoring Tools and description will be updated within this section. During the ACCESS CalWIN System Availability Time, execute a predefined, mutually agreed upon transaction once every five minutes which logs successful execution with a date/time stamp.
Reporting	The Contractor shall report all occurrences and duration of each Downtime within the System Operations Dashboard.

3.1.4 Wide Area Network Availability

SLA Name	Wide Area Network (WAN) Availability
Performance Standard	The WAN connection shall be Available 99.5% of the WAN Availability Time.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor. <p><u>Counties</u></p> <ul style="list-style-type: none"> Report WAN Availability issues with the Systems <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the WAN System 99.5% of WAN Availability Time and report WAN Availability within the Systems Operations Dashboard
Escalation	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent to the Service Desk and one or more of the following Contractor staff will respond to the ticket.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>If the WAN Availability reaches 99.6% during the month, the Contractor shall conduct the following:</p> <p>Level 3</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties

<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on the WAN Available Time. The number of WAN Available Time minutes per County shall be determined in accordance with the following formulas:</p> <p>Allowable Downtime (ADT) = (B – C) *.005</p> <p><i>Note: 005 = Allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> • B = Operations days in that month * (16) operations hours per day (from 6am to 10pm Pacific Time) * (60) min per hour. • C = Counties Accepted WAN Downtime <p>For example in the month of October, 2010;</p> <p>B = 31 *16 *60 = 29,760 minutes</p> <p>C = 60 minutes Downtime Accepted by the Counties</p> <p>Therefore, WAN ADT for each County in October 2010 = 44,580 * .005 = 148.5 minutes</p> <p>Or ~2 hour 48 minutes Allowable Downtime</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for Downtime in excess of defined ADT:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes -\$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>Liquidated damages are cumulative, so if the excess time for a single County is 4 hours 37 minutes, the total damages for that month = \$25,000</p> <p>In addition to the Liquidated damages cited above, for each incident of WAN Downtime during the WAN Available Time in excess of four (4) per month, the Contractor shall be assessed \$5,000 per incident regardless of the duration of Downtime.</p>
<p>Exceptions</p>	<p>Any WAN Downtime that has been Accepted by Counties Executive Director will be excluded from the Allowable Downtime calculation.</p>
<p>Monitoring</p>	<p>The Contractor monitoring tools and description will be updated within this section.</p> <p>During the CalWIN System Availability Time, Contractor will check for the availability of the POP router from the Central Site Facility every five minutes in each County</p>
<p>Reporting</p>	<p>The Contractor shall report all occurrences and duration of each Downtime within the System Operations Dashboard.</p>

3.1.5 Release Quality Within User Acceptance Test

<p>SLA Name</p>	<p>Release Quality Within User Acceptance Test</p>
<p>Performance Standard</p>	<p>The Systems shall have a Release Quality Performance Standard of no more than one unique Deficiency per 1000 lines of Software Source Code introduced by the Contractor in a Release in UAT.</p>
<p>Effective Date:</p>	<p>OED</p>

<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the quality management processes and resources necessary to meet the Performance Standards of the Release Quality Within User Acceptance Test SLA.
<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent to the Service Desk that is identified as a UAT Deficiency. The Contractor validates and resolves the Deficiency.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial UAT Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial UAT Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>Level 3</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties
<p>Measurement Process</p>	<p>Release Quality, calculated by the density of unique Deficiencies introduced in application Enhancements in a Release shall be a performance measurement during only the UAT phase of each Release.</p> <p>Deficiency Density = $X^2 = Y/Z$</p> <p>Maximum allowable Deficiencies to remain within the Performance Standard</p> $W = X^1 * Z$ <ul style="list-style-type: none"> W = Maximum allowable Deficiencies to remain within the Performance Standard X^1 = Performance Standard for Deficiency Density X^2 = Actual Deficiency Density Y = Total number of unique Deficiencies introduced in the Release (after subtracting all Deficiencies that are to be excluded from the unique Deficiency density calculation) Z = Total lines of source code in the Release

Failures & Nonexclusive Remedies	The Counties may assess liquidated damages for each Release in which actual Release Quality has exceeded the Release Quality Performance Standard. The number of unique Deficiencies that are over the allowable maximum will be assessed \$1,000 per unique Deficiency.
Exceptions	<ul style="list-style-type: none"> • Service Tickets that are duplicative; • Service Tickets entered for Deficiencies that existed prior to the applicable Release; • Release as determined by Counties Executive Director; • Counties have Accepted that Service Tickets that were entered for Deficiencies where the coding has been completed according to Change Request specifications; and • Any Deficiencies associated with a Release in which Counties has agreed to exclude from this calculation.
Monitoring	The Contractor monitoring tools and description will be updated within this section.
Reporting	<p>Reports should include:</p> <ul style="list-style-type: none"> • Releases in UAT during the past quarter and the associated Contractor resource hours per Release; and • Number of UAT system Deficiencies identified per Release.

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3.1.6 Deliverable(s) Produced in a Change Request Delivered to UAT on Schedule

SLA Name	Deliverables Produced in a Change Request Delivered to UAT on Schedule
Performance Standard	Deliverables Produced in a Change Requests and included in a Release shall be delivered to UAT no later than the baseline planned release to UAT date set forth in the Release Work Plan.
Effective Date:	OED.
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> • Review Service Request reports provided by Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> • Review Service Request reports provided by Contractor <p><u>Contractor</u></p> <ul style="list-style-type: none"> • The Contractor shall deploy the quality management processes and resources necessary to meet the Performance Standards of the Change Request delivered to UAT on schedule

Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> During the project planning phase, the Contractor provides a date of when the Deliverable produced in a Change Request will be delivered to UAT. The date is identified within the Release Work Plan. The Contractor updates the Release Work Plan weekly on the progress of the development of the Deliverable produced in a Change Request. <p><u>Escalation</u></p> <ul style="list-style-type: none"> Contractor notifies Counties Executive Director when the delivery date of a Deliverable to be produced in a Change Request is going or appears to be late to User Acceptance Test.
Measurement Process	<p>The Deliverable that is to be produced in a Change Request and that is delivered to UAT on schedule will be measured by comparing the baseline Release Work Plan delivery date to UAT with the actual delivery date to UAT, which will be identified by the Counties' Project Staff. Deliverables that are to be produced in a Change Request and that have an actual delivery date to UAT date later than the baseline delivery date to UAT date will be identified.</p>
Failures & Nonexclusive Remedies	<p>Liquidated damages shall be assessed in the amount of \$5,000 per Deliverable to be produced in a Change Request not meeting the Deliverable to be produced in a Change Request Delivered to UAT on schedule Performance Standard.</p>
Exceptions	<p>A Change Request Deliverable delivery date is modified upon Acceptance of the Counties Executive Director</p>
Monitoring	<p>Contractor shall monitor the progress of the Deliverable to be <u>produced in</u> a Change Request within the Release Project Plan.</p>
Reporting	<p>The Contractor shall report the progress of each Change Request Deliverable within the Release Project Plan and within the monthly status reports.</p>

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3.1.7 Deficiency Resolution Timeliness

SLA Name	<p>Deficiency Resolution Timeliness</p>
Performance Standard	<p>All priority Medium, High, and Urgent Deficiencies introduced into the Production environment with a Release and found in the first 90 Days after the OED and thereafter implementation into Production shall be resolved prior to the Production go-live of the next Release or within 60 Days of entry into the Service Request tool, whichever is greater.</p> <p>All priority Low Deficiencies specifically introduced into the Production environment in a Release and found in the first 90 Days after implementation into Production shall be resolved within 150 Days after entry into the Service Request tool.</p>
Effective Date:	<p>OED</p>

<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request level reports provided by the Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> Provide a detailed description of identified Deficiency, which may include supporting documentation, screen shots, error code, and case situation. <p><u>Contractor</u></p> <ul style="list-style-type: none"> Resolve Service Request tickets within specified Performance Standards with an appropriate resolution status.
<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent in to the Contractor and one or more of the following personnel will handle the problem, depending upon the circumstances:</p> <p>Level 1</p> <ul style="list-style-type: none"> County or Contractor Service desk analyst <p>Level 2</p> <ul style="list-style-type: none"> Developer analyst Quality assurance analyst <p>Level 3</p> <ul style="list-style-type: none"> Developer lead Quality assurance lead Management review <p><u>Escalation</u></p> <ul style="list-style-type: none"> Management review Counties Project Staff review
<p>Measurement Process</p>	<p>Tickets shall be resolved based upon the problem as reported at the time of its original submission by the County. Additional issues not reported in the original ticket shall require the entry of a new ticket with the resolution timeframe measured independently of the original ticket.</p> <p>The priority of Service Request Tickets will be based upon the Service Request Ticket Priority Matrix, as identified within Section 6 Service Request Ticket Priority Matrix.</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages shall be assessed in the amount of \$1,000 per Deficiency exceeding the resolution Performance Standard.</p>
<p>Exceptions</p>	<p>Time, measured in Days, in which a ticket or a Deficiency introduced into Production in a Release, is assigned to County or Counties during the ticket resolution cycle, shall not be counted against the acceptable Service Level Performance Standard.</p>
<p>Monitoring</p>	<p>Service Request Tool to identify ticket resolution times.</p>
<p>Reporting</p>	<p>Contractor shall produce a report of the Deficiency resolution timeliness for each Release within 175 Days after the implementation into Production.</p>

3.1.8 Batch Processing and System Outputs

SLA Name	Batch Processing and System Outputs
Performance Standard	All Systems processes and outputs, as identified in the System Operations Plan, shall be successfully completed in accordance with applicable Specifications and delivered on schedule 99% of the time.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Contractor</u></p> <ul style="list-style-type: none"> Ensure the batch Processing and System outputs successfully complete.
Escalation	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is logged when batch fails to perform during the batch window.</p> <p>Level 1</p> <ul style="list-style-type: none"> County or Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>If the Systems processes and outputs reaches 99.2% during the month, the Contractor shall conduct the following:</p> <p>Level 3</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties

<p>Measurement Process</p>	<p>All batch processes and system outputs must be consistently and strictly monitored and maintained by the Contractor in accordance with applicable Specifications each processing day. From an SLA perspective, all of these processes and outputs, as identified in the System Operations Plan, shall be successfully completed and delivered on schedule 99% of the time. More specifically, this SLA shall include the following measurement points:</p> <ul style="list-style-type: none"> • All Systems batch jobs, including: <ul style="list-style-type: none"> * All Systems reports * All Systems interface file transmissions, * All report extract transmissions, * All County Information Server (CIS) transitions <p>This SLA assumes that strict adherence to all agreed upon batch windows, on all Systems, during all processing Days.</p> <p>The Batch Processing and System Outputs SLA shall be calculated on a Daily basis with the following:</p> <p>Allowable Batch Process and System Outputs (ABPSO) = (B – C) * .01</p> <ul style="list-style-type: none"> • B = Total number of batch processes and system outputs • C = Counties Accepted System batch process and system outputs to be excluded <p>For example;:</p> <p>B = 1500 Batch process and System outputs</p> <p>C = 5 Batch process and Systems outputs that were Accepted by the Counties to be excluded</p> <p>Therefore, ABPSO = 15 batch Processing and system outputs are allowed to be late.</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$500 per failed batch processes and system outputs over the ABPSO.</p>
<p>Exceptions</p>	<p>Schedule Maintenance and any System batch Processing and system outputs that have been Accepted by Counties Executive Director will be excluded from the Allowable Downtime calculation.</p>
<p>Monitoring</p>	<p>A batch log and Service Request Tickets will document Batch Programs, Management Reports, Management Report Extracts, County Information Server files and Interface.</p>
<p>Reporting</p>	<p>The Contractor shall report the SLA results within the System Operations Dashboard.</p>

3.1.9 Monthly Batch Issuance

<p>SLA Name</p>	<p>Monthly Batch Issuance</p>
<p>Performance Standard</p>	<p>100% of all monthly issuance jobs completed by the deadline of the monthly batch issuance schedule.</p>
<p>Effective Date:</p>	<p>OED</p>

<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the Monthly Batch Issuance Performance Standard and report the outputs within the Systems Operations Dashboard
<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is logged when batch fails to perform during the batch window.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies Counties Project Staff and Counties <p><u>Escalation</u></p> <p>Level 3</p> <ul style="list-style-type: none"> Contractor management is notified Contractor notifies Counties Executive Director, Counties Project Staff and Counties
<p>Measurement Process</p>	<p>100% of all monthly issuance jobs, as identified in the System Operations Plan, completed by the identified deadline of the monthly batch issuance schedule. Monthly issuance includes but is not limited to:</p> <ul style="list-style-type: none"> Beginning of month jobs; End of month jobs; Fiscal month end jobs; and NOA cutoff jobs.
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$7,500 per County for the first Business day and an additional \$5,000 per County for each subsequent Business day until the monthly issuance job successfully completes.</p>
<p>Exceptions</p>	<p>Any monthly issuance jobs that have been Accepted by Counties Executive Director will be excluded.</p>
<p>Monitoring</p>	<p>The Contractor monitoring tools and description will be updated within this section.</p>
<p>Reporting</p>	<p>The Contractor shall report the SLA results within the System Operations Dashboard.</p>

3.1.10 CalWIN System Transaction Response Time

Service Area	Performance
SLA Name	CalWIN System Transaction Time
Performance Standard	<p>The CalWIN System Transaction Response Time shall be as follows:</p> <ul style="list-style-type: none"> • 96% of all monthly user initiated transactions, in between the County POP router and the Contractor's servers, complete Processing in accordance with applicable Specifications within 2 seconds or less. • 98% of all monthly user initiated transactions, in between the County POP router and the Contractor's servers complete Processing in accordance with applicable Specifications within 8 seconds or less.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> • Review Service Level reports provided by the Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> • LAN maintenance • Workstation maintenance <p><u>Contractor</u></p> <ul style="list-style-type: none"> • The Contractor shall deploy the resources necessary to maintain the CalWIN System Transaction Time Performance Standard and report the CalWIN System performance within the Systems Operations Dashboard
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> • The Contractor monitors all on-line transactions Processing load to determine performance. <p>Level 1</p> <ul style="list-style-type: none"> • Contractor creates a Service Request Ticket for all on-line transaction(s) perform above Performance Standard. <p>Level 2</p> <ul style="list-style-type: none"> • Contractor quality assurance support technician reviews transaction performance reports and identify and resolve performance issues • Network operator reviews transaction performance report to identify and resolve network bottlenecks <p>Level 3</p> <ul style="list-style-type: none"> • Management review ensures the priority of performance tuning is being conducted

Measurement Process	<p>The measurement period shall be monthly and based on the CalWIN System Allowable Transactions Time. The number of CalWIN System Allowable Transactions Time minutes shall be determined in accordance with the following formulas:</p> <p>CalWIN System Allowable Transaction Time (CSATT) = (B – C) *.04 for 2 seconds or less</p> <p><i>Note: .04 = allowable transaction time percentage (%) for 2 seconds or less</i></p> <p>CalWIN System Allowable Transaction Time (CSATT) = (B – C) *.02 for 8 seconds or less</p> <p><i>Note: .02 = allowable transaction time percentage (%) for 2 seconds or less</i></p> <ul style="list-style-type: none"> • B = Total number transaction per month. • C = Counties Accepted number of transaction to be excluded per month <p>For example in the month of October, 2010;</p> <p>B = 15,000 transaction</p> <p>C = 1,000 transaction to be excluded</p> <p>Therefore, CalWIN System Allowable Transaction Time in October 2010 =</p> <p>14,000 * .04 = 560 transactions per month are allowable to be greater than 2 seconds</p> <p>14,000 * .02 = 280 transactions per month are allowable to be greater than 8 seconds</p>
Failures & Nonexclusive Remedies	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$5,500 per month for transactions over the CSATT.</p> <p>On-line transaction processor response time for 100% of the transactions within three seconds earns the Contractor a credit of \$1,000 per month against future liquidated damages.</p>
Exceptions	<p>Any transactions that have been Accepted by Counties Executive Director will be excluded from the CalWIN System Allowable Transaction Time calculation. Exception transactions will be for the following categories:</p> <ul style="list-style-type: none"> • Unbounded search or unbounded query transactions • Specified and agreed-upon interface transactions • Specified and agreed-upon correspondence transactions • Specified and agreed-upon simulation transactions • Specified and agreed-upon history transactions
Monitoring	<p>The Contractor monitoring tools and description will be updated within this section.</p>
Reporting	<p>Report will contain the following information:</p> <ul style="list-style-type: none"> • Total number of CalWIN System transactions that occur during the month • Percentage of CalWIN System transactions response times, grouped by allowable performance ranges • Total number of transactions/month

3.1.11 EDBC Transaction Response Time

Service Area	System Availability
SLA Name	Eligibility Determination Benefit Calculation (EDBC) Transaction Response Time
Performance Standard	<ul style="list-style-type: none"> 96% of all monthly user initiated EDBC Transactions in between the County POP router and the Contractor's servers complete Processing in accordance with applicable Specifications within 30 seconds or less. 98% of all monthly user initiated EDBC Transactions in between the County POP router and the Contractor's servers complete Processing in accordance with applicable Specifications within 45 seconds or less.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Level reports provided by the Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> LAN maintenance Workstation maintenance <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the CalWIN System EDBC Transaction Time Performance Standard and report the CalWIN System EDBC performance within the Systems Operations Dashboard
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> The Contractor monitors EDBC on-line transactions Processing load to determine performance. <p>Level 1</p> <ul style="list-style-type: none"> Contractor creates a Service Request Ticket for EDBC on-line transaction(s) perform above Performance Standard. <p>Level 2</p> <ul style="list-style-type: none"> Contractor quality assurance support technician reviews transaction performance reports and identify and resolve performance issues Network operator reviews transaction performance report to identify and resolve network bottlenecks <p>Level 3</p> <ul style="list-style-type: none"> Management review ensures the priority of performance tuning is being conducted

<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on the CalWIN System Allowable EDBC Transactions Time. The number of CalWIN System Allowable EDBC Transactions Time minutes shall be determined in accordance with the following formulas:</p> <p>CalWIN System Allowable Transaction Time (CSATT) = (B – C) *.04 for 30 seconds or less</p> <p><i>Note: .04 = allowable EDBC transaction time percentage (%) for 2 seconds or less</i></p> <p>CalWIN System Allowable Transaction Time (CSATT) = (B – C) *.02 for 45 seconds or less</p> <p><i>Note: .02 = allowable EDBC transaction time percentage (%) for 2 seconds or less</i></p> <ul style="list-style-type: none"> • B = Total number EDBC transaction per month. • C = Counties Accepted number of transaction to be excluded per month <p>For example in the month of October, 2010;</p> <p>B = 5,000 EDBC transaction</p> <p>C = 10 transaction to be excluded</p> <p>Therefore, CalWIN System Allowable EDBC Transaction Time in October 2010 =</p> <p>4,990 * .04 = 200 EDBC transactions per month are allowable to be greater than 30 seconds</p> <p>4,990 * .02 = 100 EDBC transactions per month are allowable to be greater than 45 seconds</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$5,500 per month for transactions over the CSATT.</p>
<p>Exceptions</p>	<p>Any transactions that have been Accepted by Counties Executive Director will be excluded from the CalWIN EDBC System Allowable Transaction Time calculation. Exception transactions will be for the following categories:</p> <p>Unbounded search or unbounded query transactions</p>
<p>Monitoring</p>	<p>Contractor performance monitoring tool measures the performance from the County POP router to the Contractor Central Site and then to the County POP router.</p>
<p>Reporting</p>	<p>Each report will contain the following information:</p> <ul style="list-style-type: none"> • Total number of CalWIN System EDBC transactions that occur during the month • Percentage of CalWIN System EDBC transactions response times, grouped by allowable performance ranges • Total number of EDBC transactions/month

3.1.12 Deficiency Service Ticket Resolution Performance

<p>Service Area</p>	<p>Project Performance</p>
<p>SLA Name</p>	<p>Service Request Ticket Resolution Performance</p>

<p>Performance Standard</p>	<ul style="list-style-type: none"> • Urgent Deficiency Service Tickets: 99% of County generated Service Request Tickets will be resolved or a workaround implemented by Contractor within 4 hours of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Urgent Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 14 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • High Deficiency Service Tickets: 98% of County generated Service Request Tickets will be resolved or a workaround implemented by Contractor within three (3) Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • High Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 30 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Medium Deficiency Service Tickets: 85% of County generated Service Request Tickets will be resolved or a workaround implemented by Contractor within 14 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Medium Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 45 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Low Deficiency Service Tickets: 85% of County generated Service Request Tickets will be resolved or a workaround implemented by Contractor within 30 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue • Low Deficiency Service Tickets: 100% of County generated Service Request Tickets will be resolved within 90 Days of Contractor receiving the Service Request Ticket in the Service Request Tool Contractor queue <p>A Service Request ticket is resolved when a solution corrects the Software to perform in accordance with applicable Specifications, has been provided to the originator of the Service Request ticket, has been implemented by Contractor into the applicable System, and has been Accepted by the Counties</p> <p>A workaround as described above shall be acceptable to the Counties if it provides a temporary solution to correct a Deficiency without unduly burdening (in the Counties' judgment) Users' ability to use the Systems in accordance with applicable Specifications.</p>
<p>Effective Date:</p>	<p>OED</p>

<p>Roles & Responsibilities</p>	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Service Level reports provided by the Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> For Priority Urgent and High Deficiency Service Request Tickets, the Ticket originator (or a person with equal knowledge of the reported problem) must be available to provide assistance, including providing additional information and verification of resolution, if required, during the resolution period. Should the originator be unavailable, and their unavailability prevents continuing the effort of resolution, the ticket will be considered for a reduction in priority to the next lower priority. Counties will be responsible for Level 1 support as defined in the Systems Operations Plan <p><u>Contractor</u></p> <ul style="list-style-type: none"> Resolve Service Request tickets within specified Performance Standards with appropriate resolution status.
<p>Escalation</p>	<p><u>Normal Procedure</u></p> <p>A Service Request Ticket is sent in to the Contractor Service Desk and one or more of the following Staff will handle the problem, depending upon the circumstances:</p> <p>Level 1</p> <ul style="list-style-type: none"> Counties' Service Desk Analyst <p>Level 2</p> <ul style="list-style-type: none"> Systems Developer, Policy Support, QA Analyst <p>Level 3</p> <ul style="list-style-type: none"> Systems Developer Policy Support QA Analyst Management Review <p><u>Escalation</u></p> <ul style="list-style-type: none"> Management Review Counties Project Staff review

<p>Measurement Process</p>	<p>The number of allowable Service Request Tickets shall be determined in accordance with the following formulas:</p> <p>Allowable Urgent Deficiency Service Request Tickets (AUSR) = (B – C) *.01 <i>Note: .01 = allowable Downtime percentage (%)</i></p> <p>Allowable High Deficiency Service Request Tickets (AHSR) = (B – C) *.02 <i>Note: .02 = allowable Downtime percentage (%)</i></p> <p>Allowable Medium Deficiency Service Request Tickets (AMSR) = (B – C) *.15 <i>Note: .15 = allowable Downtime percentage (%)</i></p> <p>Allowable Low Deficiency Service Request Tickets (ALSR) = (B – C) *.15 <i>Note: .15 = allowable Downtime percentage (%)</i></p> <p><i>Example for Medium Deficiency Service Request Tickets</i></p> <ul style="list-style-type: none"> • B = Total number of Medium Deficiency Service Request Tickets that were resolved over fourteen Days during the month • C = Counties Accepted Service Request Tickets to be excluded • For example in the month of October, 2010; B = 5,000 Medium Deficiency Service Request Tickets C = 25 Medium Deficiency Service Request Ticket were Accepted by the Counties to be removed <p>Therefore, allowable Medium Deficiency Service Request Tickets during the month is: 746 Medium Deficiency Service Request Tickets</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed per month by the following:</p> <p>Number of Urgent Deficiency Service Request Tickets over the AUSR shall be assessed \$15,000 per ticket</p> <p>Number of Urgent Deficiency Service Request Tickets over the 14 Days shall be assessed an additional \$1,000 per day per Service Request Ticket starting on the 15th Day</p> <p>Number of High Deficiency Service Request Tickets over the AHSR shall be assessed \$5,000 per ticket</p> <p>Number of High Deficiency Service Request Tickets over the 30 Days shall be assessed an additional \$1,000 per day Service Request Ticket starting on the 31st Day</p> <p>Number of Medium Deficiency Service Request Tickets over the AMSR shall be assessed \$15,000 per month</p> <p>Number of Medium Deficiency Service Request Tickets over the 45 Days shall be assessed an additional \$1,000 per day Service Request Ticket starting on the 46th Day</p> <p>Number of Low Deficiency Service Request Tickets over the ALSR shall be assessed \$15,000 per month</p> <p>Number of Low Deficiency Service Request Tickets over the 90 Days shall be assessed an additional \$1,000 per day Service Request Ticket starting on the 91st Day</p>
<p>Exceptions</p>	<p>Any transactions that have been Accepted by Counties Executive Director will be excluded from the Service Request Ticket Resolution Performance Time calculation.</p>

Monitoring	Service Request Tool to identified ticket timelines.
Reporting	<p>The report categorizes Data by priority level. It does not aggregate the separate priority levels to provide overall figures. The report includes:</p> <ul style="list-style-type: none"> • The total number of Service Request Tickets that are assigned to the Service Desk at each priority level • The date and time each Service Request Tickets are assigned • The date and time each Service Request Tickets are resolved • The percentage of Service Request Tickets at each priority level that are resolved within the specified time frame

3.1.13 Disaster Recovery

Service Area	Project Performance
SLA Name	Disaster Recovery
Performance Standard	Annually verify that disaster recovery procedures and facilities exist and that tests have been performed to allow for alternate means of System Availability within 24 hours in the event a Disaster has been declared for the Center Site Facility.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> • Validate disaster recovery procedures and tests • Review Service Request reports provided by Contractor <p><u>Counties</u></p> <ul style="list-style-type: none"> • Provide reasonable participation in disaster recovery tests <p><u>Contractor</u></p> <ul style="list-style-type: none"> • Create disaster recovery procedures and tests • Execute and document disaster recovery tests
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> • Contractor provides the Disaster Recovery procedures and test results <p><u>Escalation</u></p> <ul style="list-style-type: none"> • Contractor plan to update the Disaster Recovery procedures and test results
Measurement Process	At the Counties discretion and not to occur more than one per year the Contractor will verify that disaster recovery procedures and facilities exist and that tests have been performed to allow for alternate means of Systems Availability within 24 hours in the event a Disaster has been declared for the Center Site Facility. The Counties will provide a 15 Day notice prior to requesting the Contractor to verify.

Failures & Nonexclusive Remedies	If procedures do not exist or tests show that the Systems cannot be recovered within 24 hours. \$25,000 shall be assessed with failure to meet the Performance Standard.
Exceptions	None
Monitoring	The performance of disaster recovery tests and the results of those tests will serve as the monitoring tools for this Performance Standard
Reporting	The Disaster Recovery Status Report will document status on creating disaster recovery procedures and the status of the disaster recovery tests.

3.1.14 Backup Completion & Server Data Retention

Service Area	System Performance
SLA Name	Backup Completion & Server Data Retention
Performance Standard	<ul style="list-style-type: none"> At least 95% of all backup jobs scheduled to be completed within a month are completed within the Non - Business Operations Window 100% of all backup jobs scheduled to be completed within a month are completed prior to next Non - Business Operations Window
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review the Contractor provided backup reports <p><u>Counties</u></p> <ul style="list-style-type: none"> Review the Contractor provided backup reports <p><u>Contractor</u></p> <ul style="list-style-type: none"> Backup and report the Systems backups within are Performance Standard.
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> Contractor conducts the backups and provides backup reports <p><u>Escalation</u></p> <ul style="list-style-type: none"> Contractor notifies the Counties Executive Director when backups are not being provided within the Performance Standard

<p>Measurement Process</p>	<p>The measurement period shall be monthly and based on the Non - Business Operations Window. The number of backup jobs that are allowed to be completed outside of the Non – Business Operations Window shall be determined in accordance with the following formulas:</p> <p>Allowable Backup Jobs (ABJ) = (B – C) *.05</p> <p><i>Note: .05 = allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> • B = Number of backup jobs within the month are scheduled to be completed within in the Non – Business Operations Window • C = Counties Accepted backup jobs to be excluded <p>For example in the month of October, 2010;</p> <p>B = 350 backup jobs</p> <p>Therefore, ABJ in October 2010 = 18</p> <p>Or ~18 backup jobs are allowable outside of the Non – Business Operations Window.</p>
<p>Failures & Nonexclusive Remedies</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed per month by the following:</p> <p>Number of backup Jobs over the ABJ shall be assessed \$1,000 per backup job</p> <p>Number of backup jobs over the ABJ that did not complete prior to next Non – Business Operations Window shall be assessed an additional \$500 per day per backup up job until the backup job is successfully completes</p>
<p>Exceptions</p>	<p>Counties Accepted backup jobs to be excluded</p>
<p>Monitoring</p>	<p>Contractor’s backup Software monitor and report on backup job success and total number of backup jobs.</p>
<p>Reporting</p>	<p>Information will be reported for every Business Day with monthly totals where appropriate. The report includes:</p> <ul style="list-style-type: none"> • Record of backup jobs performed • Total number of backup jobs • List of unsuccessful backup jobs • Total number of unsuccessful backup jobs • List of tapes used • Expiration date of each tape • List of active backup tapes from previous months

3.1.15 Operations Deliverables and Reports Delivery

<p>Service Area</p>	<p>System Performance</p>
<p>SLA Name</p>	<p>Operations Deliverables and Reports Delivery</p>

Performance Standard	The Key Deliverables described in Attachment A shall be completed in accordance with applicable Specifications by the Contractor within five (5) working days after the date for completion in accordance with applicable Specifications as identified in the table within Attachment A.
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> The Counties Project Staff will review the Deliverable Expectation Documents within a timely fashion so the Contractor will be able to complete the Key Deliverables on the due date. <p><u>Counties</u></p> <ul style="list-style-type: none"> Provide input and details to the Contractor as appropriate <p><u>Contractor</u></p> <ul style="list-style-type: none"> Complete the Key Deliverables as specified within Attachment A
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> The Contractor provides Key Deliverable as identified within Attachment A <p><u>Escalation</u></p> <ul style="list-style-type: none"> Contractor notifies Counties Executive Director when delivery date of the Key Deliverable is going to be late.
Measurement Process	<p>For each and every occasion upon which any of the Key Deliverables described in Attachment A has not been completed in accordance with applicable Specifications by the Contractor within five (5) working days after the date for completion thereof as set forth in the chart within Attachment A applicable to such Key Deliverable (with respect to any such Key Deliverable, herein the "Key Deliverable Due Date"), other than as a result of delays caused solely by acts or omissions of the Counties as determined by Counties Executive Director.</p> <p>A Key Deliverable shall be deemed completed on the earliest date that all of the Work required for the completion of such Key Deliverable is completed in accordance with applicable Specifications and delivered to the Counties.</p> <p>The determination of whether a Key Deliverable has been so completed and of the date upon which such Key Deliverable was completed, shall be made by Counties Executive Director after Counties is informed by the Contractor that such Key Deliverable has been completed and is given all the necessary information, Data, and documentation to verify such completion.</p>
Failures & Nonexclusive Remedies	Liquidated Damages shall be assessed for each working day after the Key Deliverable Due Date that such Key Deliverable is not completed in accordance with applicable Specifications. All of the foregoing Liquidated Damages shall apply separately, and cumulatively, to each such Key Deliverable.
Exceptions	None
Monitoring	Detail Monthly Status Report
Reporting	Detail Monthly Status Report

3.1.16 Security Management Notice and Mitigation

Service Area	System Performance
SLA Name	Security Management Notice
Performance Standard	<p>Contractor shall notify Counties Executive Director within one (1) hour following the identification of any potential or actual major or minor incident, including any breach, any attack, or the introduction of any disabling device, related to the Systems.</p> <p>Contractor shall take corrective action to mitigate the potential or actual major or minor security incident within two (2) hours following the identification of each potential or actual security incident.</p>
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> Review Security Incident reports <p><u>Counties</u></p> <ul style="list-style-type: none"> All counties will report suspicious activity or suspected security breaches to the Contractor All counties will coordinate with county fraud units to provide details of security incidents related to internal/external fraud situations <p><u>Contractor</u></p> <ul style="list-style-type: none"> Notify Counties Executive Director by phone or personal contact Security Incident diagnosis Containment activities Prepare Security Incident reports
Escalation	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> A recognized Security Incident is logged as a Service Request Ticket and reported to the Contractor Service Desk. <p><u>Escalation</u></p> <ul style="list-style-type: none"> A Security Incident will be escalated to the Contractor Systems Security Officer and Counties Executive Director for direction-setting or resolution. The Counties Executive Director or designee shall be contacted by phone or personal contact. Leaving a message on phone complies with the Performance Standard of notice.
Measurement Process	<p>All potential or actual Security Incidents identification times shall be documented within the Security Report. The Vendor shall provide Equipment or Software metrics to support the potential or actual Security Incidents identification time. The Contractor shall also report the notification time of notifying Counties Executive Director.</p> <p>Within the Security Report, the Contractor shall document the correct action taken to mitigate the potential or actual Security Incidents. The Vendor shall also provide Equipment or Software metrics to support the potential or actual Security Incidents correct action mitigation.</p>

Failures & Nonexclusive Remedies	Liquidated damages for non-compliance with the notification to the Counties Executive Director Performance Standard shall be assessed at \$5,000 per Security Incident per Day. Liquidated damages for non-compliance with the corrective action mitigation of the potential or actual Security Incident Performance Standard shall be assessed at \$5,000 per Security Incident per Day.
Exceptions	None
Monitoring	Contractor's Security Software and Equipment monitor for Security Incidents
Reporting	Security Report

3.1.17 Security Management Report

Service Area	System Performance
SLA Name	Security Management Report
Performance Standard	<p>Contractor shall provide a written report and assessment within twelve (12) hours following the identification of the minor security incident regarding all actions taken concerning each identified minor security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to Counties Executive Director of the security incident.</p> <p>Contractor shall provide a high level and summary analysis in two hours and a written report and assessment within eight hours following the identification of the major security incident regarding all actions taken concerning each identified major security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to Counties Executive Director of the security incident.</p>
Effective Date:	OED
Roles & Responsibilities	<p><u>Counties Project Staff</u></p> <ul style="list-style-type: none"> • Review Security Incident reports <p><u>Counties</u></p> <ul style="list-style-type: none"> • All counties will report suspicious activity or suspected security breaches to the Contractor • All counties will coordinate with county fraud units to provide details of security incidents related to internal/external fraud situations <p><u>Contractor</u></p> <ul style="list-style-type: none"> • Notify Counties Executive Director • Security Incident diagnosis • Containment activities • Prepare Security Incident reports

<p>Escalation</p>	<p><u>Normal Procedure</u></p> <ul style="list-style-type: none"> A recognized Security Incident is logged as a Ticket and reported to the Contractor Service Desk. <p><u>Escalation</u></p> <ul style="list-style-type: none"> A Security Incident will be escalated to the Contractor Systems Security Officer and Counties Executive Director for direction-setting or resolution.
<p>Measurement Process</p>	<p>Contractor shall provide a written report and assessment regarding all actions taken concerning each identified security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to Counties Executive Director of the security incident. Each security incident shall be categorized according to criticality as either minor or major.</p> <ul style="list-style-type: none"> For a minor security incident, which causes limited loss of Confidential Information, integrity, protection, and/or availability of the Systems to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within twelve (12) hours following the identification of the minor security incident. For a major security incident, which causes serious or catastrophic loss of Confidential Information, integrity, protection, and/or availability of the Systems to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within eight hours following the identification of the major security incident. <p>Counties Executive Director, in his sole discretion, may require the Contractor to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to the Counties.</p>
<p>Failures & Nonexclusive Remedies</p>	<p>For each and every occasion that the Contractor fails to meet the Security Management Report Performance Standard, as determined by the Counties Executive Director, the Contractor shall be assessed Liquidated Damages of \$500 for each hour and each fraction of an hour that this report and assessment is late.</p>
<p>Exceptions</p>	<p>A Disaster is declared by the Counties Executive Director</p>
<p>Monitoring</p>	<p>Contractor’s Security Software and Equipment monitor for Security Incidents</p>
<p>Reporting</p>	<p>Security Report</p>

Deleted: will be

4. Service Request Ticket Priority Matrix

Severity for Deficiencies and Service Request Tickets:

1. Urgent: Affects an entire site or a large number of users and no temporary solution or workaround is known
2. High: Affects only part of the users at a site or a limited number of users and no temporary solution or workaround is known
3. Medium: Affects an entire site or a large number of users and a temporary solution or workaround is documented
4. Low: Affects only part of the users at a site or a limited number of users and a temporary solution or workaround is documented

Criticality:

1. Urgent: Prevents the accomplishment of an operational or mission-essential capability
2. High: Adversely affects the accomplishment of an operational or mission-essential capability
3. Medium: Delays the accomplishment of an operational or mission-essential capability
4. Low: Results in user/operator inconvenience or annoyance, but does not prevent a required operational or mission-essential capability

Priority Classification:

- Low Ticket resolution process is invoked
- Medium Escalate problem to Contractor Service Desk Manager
- High Escalate problem to Contractor Operations Manager
- Urgent Escalate problem to Contractor Project Manager and Counties Executive Director

Severity	4	Low	Low	Low	Low
	3	Medium	Medium	Medium	Low
	2	High	High	Medium	Low
	1	Urgent	High	Medium	Low
		1	2	3	4
Criticality					

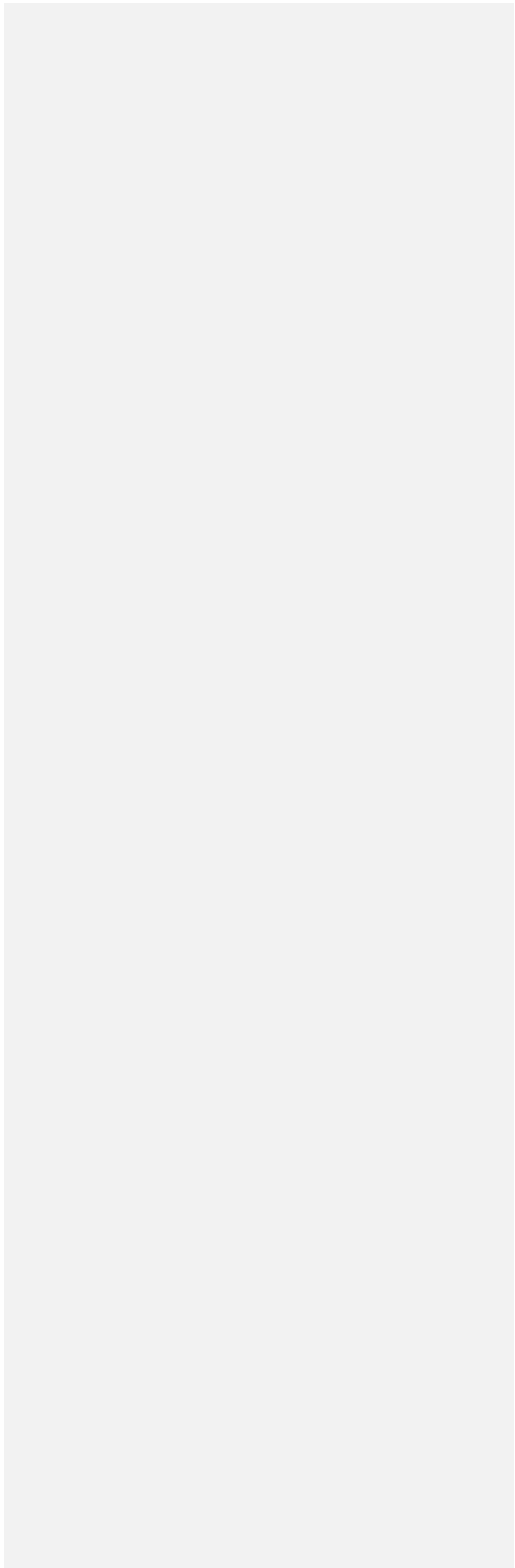
Attachment A

The following table identifies the Key Deliverable list.

#	Key Deliverable	Due Date	Liquidated Damages Amount Per Working Day
1	Systems Operations Plan	Annually (Six months after Operations Effective Date)	\$1,000
2	Project Control Document	Annually (Three months after Operations Effective Date)	\$1,000
3	ASF Maintenance Review	Annually (Sept)	\$1,000
4	Executive Project Overview Status Report	Monthly	\$100
5	Monthly Project Detail Status Report	Monthly	\$100
6	General Operations Report	Monthly	\$100
7	Systems Security Report	Semi Annually (Ten months after Operations Effective Date)	\$500
8	Business Continuity/Disaster Recovery Report	Annually (Ten months after Operations Effective Date)	\$1,000
9	Client Correspondence Maintenance Report	Monthly (5 th day of each month)	\$100

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EXHIBIT D
DELETED BY AGREEMENT OF THE PARTIES



D-1

EXHIBIT E

HEWLETT-PACKARD COMPANY COMMERCIALY AVAILABLE PRE-EXISTING SOFTWARE AGREEMENT

1. **Applicability.** This Hewlett-Packard Company Pre-Existing Software Agreement (**the "Agreement"**) applies to the use of Hewlett-Packard Company and its affiliates' (collectively, "HPC") commercially available Pre-Existing Software (except for Software which is marked with a "Y" in the column entitled "Used In Operations Service Delivery" in the tables in Exhibit B) that is identified as such in Exhibit B to the Maintenance and Operations Agreement between the WCDS Consortium Counties ("Customer") and HP Enterprise Services, LLC ("HP") (the "M&O Agreement") and that includes Updates as defined below (collectively, the "software") following expiration or termination of the M&O Agreement. For commercially available software owned by third parties, the M&O Agreement will govern its use as described in the M&O Agreement during its term and third parties' license terms following expiration or termination of the M&O Agreement. The term "Pre-Existing Software" shall have the same meaning as "Pre-existing Software" in the M&O Agreement.
2. **Terms.** This Agreement includes supporting material provided or made available by HP with the software or referenced by HP, which includes but is not limited to Documentation (as defined in the M&O Agreement), published warranties, software license information and software specifications (collectively, "**Supporting Material**"). HP shall provide Customer with a copy of all such Supporting Material on expiration or termination of the M&O Agreement.
3. **Delivery.** HP will deliver its Pre-Existing Software in a timely manner and in accordance with the Work Plan as defined in the M&O Agreement. Subject to agreement in writing by Customer, HP may elect to deliver its Pre-Existing Software and related software and Supporting Material by electronic transmission or via download.
4. **Eligibility.** HP's service, support and warranty commitments for its Pre-Existing Software do not cover claims resulting from:
 1. failure to use the Pre-existing Software in accordance with applicable Supporting Material, or site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications to or system maintenance or calibration not in accordance with applicable Supporting Material;
 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 4. malware (i.e., Unauthorized Code as defined in the M&O Agreement) not introduced by HP when it makes available or provides Pre-existing Software to Customer; or negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's reasonable control.
5. **Software Performance.** HP warrants that its Pre-Existing Software will conform to its specifications and be free of malware at the time of delivery. HP warranties for Pre-Existing Software will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of its Pre-Existing Software will be uninterrupted or error-free or that its Pre-Existing Software will operate in hardware and software combinations other than as authorized by HP in the M&O Agreement. HP shall promptly repair or replace any failures of Pre-existing Software to

conform to its specifications. To the extent permitted by law, HP disclaims all other warranties on its Pre-Existing Software.

6. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement.

7. Intellectual Property Rights Infringement.

7.1 HP shall, at its expense, defend, indemnify, and hold harmless Customer and their employees, officers, directors, contractors and agents, and Customer from and against any third party claim or action against Customer which is based on a claim that any Pre-Existing Software or any part thereof under this Agreement infringes a patent, copyright, trademark, or other proprietary right or misappropriates a trade secret, and HP shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. Customer shall promptly give HP notice of any such claim and shall cooperate in the defense of such claims at HP's expense.

Notwithstanding the foregoing, Customer shall have the right to participate in the defense of any such action and employ their own counsel in connection therewith, but the fees and expenses of such counsel shall be at the expense of Customer.

7.2 In case the Pre-Existing Software, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of Customer' rights thereto is enjoined or restricted, HP shall, at its own expense and in the following order of priorities: (i) procure for Customer the right to continue using the Pre-Existing Software; (ii) modify the Pre-Existing Software to comply with the Supporting Materials and to not violate any intellectual property rights; (iii) or retrieve any or all Pre-Existing Software which are enjoined or restricted and refund the then applicable commercial license fee for such Software or comparable software if such Software is not commercially available.

7.3 The foregoing states HP's sole obligation and Customer' exclusive remedy with respect to any alleged infringement by all or part of the Pre-Existing Software.

7.4 HP shall not be liable to the extent claims of misappropriation of infringement arise from: (i) HP's compliance with any designs, Specifications or written instructions of Customer and HP could not have avoided such claims through alternative products; or (ii) any changes made by Customer or any third party authorized by Customer to make changes unless HP authorized such changes or gave instructions on how to make the changes or Customer did so based on the advice of HP; or (iii) any unauthorized use of Pre-Existing Software.

8. License Grant. HP grants Customer a non-exclusive, perpetual license to use and reproduce the Pre-Existing Software for Customers' internal purposes related to the Project (as defined in the M&O Agreement) subject to its Supporting Materials.

9. Updates. HP shall provide new software versions, releases or maintenance updates ("Updates"), if available, as part of the M&O Agreement at no additional charge. Following termination or expiration of the M&O Agreement, Customer may order Updates, if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates. Updates are subject to the license terms in this Agreement and in software support agreements which may be in effect at the time that HP makes the Updates available to Customer.

10. License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install (or allow HP to install) and use it within a

reasonable period of time. Customer may make a copy or adaptation of Pre-Existing Software for archival purposes, when it is an essential step in the authorized use of such software, or as permitted by applicable law. Customer may use this archival copy and other copies as permitted in this Agreement without paying an additional license. Customer may also reproduce the Pre-existing software without paying an additional license fee for environments for training, development, backup, production, and other environments, subject to the number of end user licenses transferred to and purchased by Customer and as permitted the terms of the Agreement and the M&O Agreement.. Customer may not copy Pre-Existing Software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any Pre-Existing Software under this Agreement unless permitted by statute, regulation, or case law.

11. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement regarding a specific Pre-existing Software product, HP may terminate the license for that Pre-existing Software product if Customer fails to cure material breaches of its obligations for such specific Pre-existing Software products within 30 calendar days of receipt of written notices which describe in reasonable detail the material breaches. Immediately upon termination of the Agreement by Customer, Customer will either destroy all copies of the applicable Pre-existing Software products or return them to HP, except that Customer may retain one copy for archival purposes only.
12. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the Pre-Existing Software except as permitted by HP. However, Customer shall have the right to transfer and assign the Pre-Existing Software without HP's permission to another governmental entity or entity designated by Customer as its replacement vendor for HP. Upon such transfer by Customer as provided above, Customer's rights shall terminate and Customer shall transfer all copies of such software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
13. **License Compliance.** HP may audit Customer compliance with the Agreement terms. Upon reasonable notice and subject to the terms of the M&O Agreement, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments, subject to Customer's exercise of its remedies as described in the M&O Agreement.
14. **Limitation of Liability.** As to Pre-Existing Software following termination or expiration of the M&O Agreement, HP's liability to Customer, and Customer's liability to HP, for each such Pre-Existing Software product is limited to the greater of \$1,000,000 or commercial license fee for such Pre-existing Software product. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of or HP's indemnity to Customer for infringement or misappropriation of intellectual property, death or bodily injury caused by their negligence; acts of fraud; ~~willful~~ repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
15. **General.** As to Pre-Existing Software following termination or expiration of the M&O Agreement, this Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The

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exclusive jurisdiction and venue of any action hereunder shall be in the State or Federal courts in the County of Sacramento. HP accepts the personal jurisdiction of such courts.

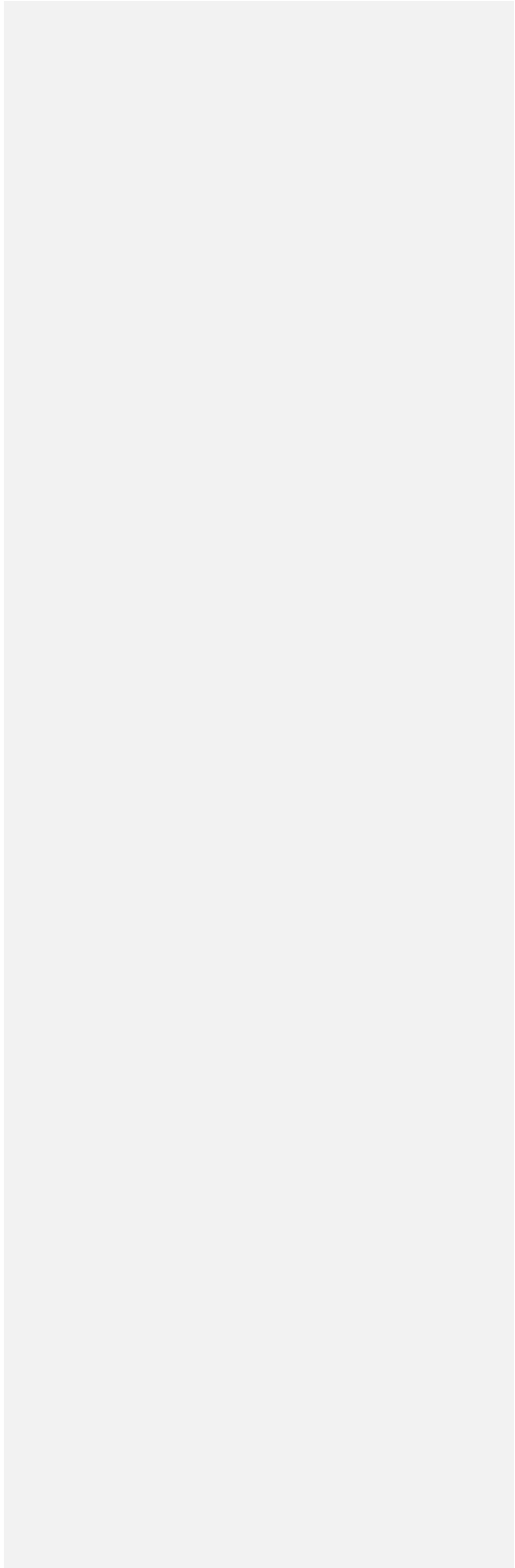


EXHIBIT F

1. Overview. This Statement of Work hereby incorporates by reference the Response.

2. Deliverables

2.1. The Deliverables Contractor will provide to the Counties during the course of Contractor's performance under this Agreement are:

No.	Deliverable Name	Delivery Timeframe	Critical Milestones
TRANSITION-IN DELIVERABLES			
1	Transition-In Project Plan	1 Week after Agreement Effective Date (AED)	Y
2	Transition-In Work Plan	1 Month after AED	Y
3	Central Site Facility Preparation and Installation Plan	1 Month after AED	Y
4	Transition-In Systems Test Plan	1 month after AED	Y
5	Systems Assumption Plan	2 months after AED	Y
6	User Acceptance Test Support Plan	3 months after AED	Y
7	Systems Training Manual	5 months after AED	N
8	Systems Training Plan	One week after Agreement Effective Date	Y
9	Systems Training Report	Two weeks after Vendor training begins, and every other week thereafter,	N
10	Systems Performance Test Results	Included in the Transition-In Weekly Progress Report.	N
11	Transition-In Systems Test Plan	One month after the Agreement Effective Date	Y
12	Vendor Systems Acceptance	Four months after the Agreement Effective Date	Y
13	User Acceptance Test Support Plan	Three months after Agreement Effective Date	Y
14	Transition-In Weekly Progress Report	Weekly through Transition	N
15	Transition-In Work Plan Report	Weekly, each Monday morning by 10:00 AM PST	N
16	Transition-In Phase	6 months after AED	Y
M&O DELIVERABLES			
17	Systems Code	Operations Effective Date (OED)	Y
18	Systems Network	OED	Y
19	Systems Equipment	OED	Y
20	Systems Software	OED	Y

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No.	Deliverable Name	Delivery Timeframe	Critical Milestones
21	Systems Operations Dashboard Desgin	Date in the Transition-In Work Plan	N
22	Systems Operations Dashboard	OED	Y
23	Project Management, Portfolio Management, and Reporting	OED	Y
24	Executive Project Overview Status Report	1 Month after OED, every month on the 5 th Day	N
25	Project Detail Status Report	1 Month after OED, every month on the 5 th Day	N
26	General Operations Report	1 Month after OED, every month on the 5 th Day	N
27	Client Correspondence Maintenance Report	2 months after OED, Monthly (5 th Day of each month)	N
28	System Administration Manual	Quarterly and with System Release	N
29	Reference Table Documentation	Upon Request when RT changes made	Y
30	County Information Server Training Materials	Every Release calwin &/or CalWIN dbase structure modified	N
31	CIS Web Collaboration Tool	OED	N
32	Benefitis CalWIN System Reports	Beginning one month after the Operation Effective Date, on the 5 th day of each month	N
33	ACCESS CalWIN System reports	Beginning one month after the Operation Effective Date, on the 5 th day of each month	N
34	Project Control Document	Annually - Three months after OED	Y
35	Systems Operations Plan	Annually - Six months after OED	Y
36	Systems Security Semi-annual Briefing & Report	Semi Annually - Ten months after OED	N
37	Business Continuity/Disaster Recovery Report	Annually - Ten months after OED	N
38	ASF Maintenance Review	Annually (September)	N
39	Business Intelligence Definition Document	Date in the Project Control Document (as defined in the RFP)	N
40	Business Intelligence Project Plan	Date in the Project Control Document	Y
41	Business Intelligence Work Plan	Date in the Project Control Document	Y
42	Business Intelligence Technical System Design	Date in the Business Intelligence Work Plan	N

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No.	Deliverable Name	Delivery Timeframe	Critical Milestones
43	Business Intelligence Test Plan	Date in the Business Intelligence Work Plan	Y
44	Business Intelligence Test Results	Date in the Business Intelligence Work Plan	N
45	Business Intelligence Training Documentation	Date in the Business Intelligence Work Plan	N
46	Business Intelligence	Initial Release 18 months after beginning Services on the Business Intelligence Change Request	Y
47	Notification of Business Intelligence Delivery	Date in the Business Intelligence Work Plan	N
48	Business Intelligence Implementation Documentation	Date in the Business Intelligence Work Plan	Y
49	Post-Implementation Report	Date in the Business Intelligence Work Plan	N
50	Rules Engine Definition Document	Date in the Project Control Document	N
51	Rules Engine Project Plan	Date in the Project Control Document	Y
52	Rules Engine Work Plan	Date in the Project Control Document	Y
53	Rules Engine Technical System Design	Date in the Rules Engine Work Plan	N
54	Rules Engine Test Plan	Date in the Rules Engine Work Plan	Y
55	Rules Engine Test Results	Date in the Rules Engine Work Plan	N
56	Rules Engine Training Documentation	Date in the Rules Engine Work Plan	N
57	Rules Engine	Beginning on the OED and on a regular basis (i.e., at each major Release cycle unless otherwise agreed to in writing by the Counties' Executive Director) for four years and six months thereafter	Y
58	Notification of Rules Engine Delivery	Date in the Rules Engine Work Plan	N
59	Rules Engine Implementation Documentation	Date in the Rules Engine Work Plan	Y
60	Post-Implementation Report	Date in the Rules Engine Work Plan	N
61	Cost Estimation Tool Training	Upon Request	N
62	Integrated Document Management System Definition Document	Date in the Project Control Document	N

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No.	Deliverable Name	Delivery Timeframe	Critical Milestones
63	Integrated Document Management System Project Plan	Date in the Project Control Document	Y
64	Integrated Document Management System Work Plan	Date in the Project Control Document	Y
65	Integrated Document Management System Technical System Design	Date in the Integrated Document Management System Work Plan	N
66	Integrated Document Management System Test Plan	Date in the Integrated Document Management System Work Plan	N
67	Integrated Document Management System Test Results	Date in the Integrated Document Management System Work Plan	N
68	Integrated Document Management System Training Documentation	Date in the Integrated Document Management System Work Plan	N
69	Integrated Document Management System	Date in the Integrated Document Management System Work Plan	Y
70	Notification of Integrated Document Management System Delivery	Date in the Integrated Document Management System Work Plan	N
71	Integrated Document Management System Implementation Documentation	Date in the Integrated Document Management System Work Plan	Y
72	Post-Implementation Report	Date in the Integrated Document Management System Work Plan	N
73	Modernization Hours Monthly Report	Monthly. This will be included in the Project Detail Status Report.	N
74	Application Support Facility Floor Plan	30 calendar days after Agreement award	N
75	Application Support Facility Lease Contracts	60 calendar days of Agreement award	N
76	Application Support Facility	Date in the Transition-In Work Plan	Y
77	Application Support Facility Equipment & Software	Date in the Transition-In Work Plan	Y
CHANGE REQUEST DELIVERABLES			
78	Change Request Process Deliverable	1 month after OED	Y
79	Change Request Definition Document (DD)	30 workdays after the Counties' Executive Director authorization	N
80	CR Cost Feasibility Study (CFS), or Project Approach and Cost (PAC)	30 workdays after the Counties' Executive Director authorization	N
81	Change Request Functional Business Requirements (FBR)	Based upon each Change Request Work Plan	N
82	Change Request Project Plan	Based upon each Change Request Work Plan	Y
83	Change Request Work Plan	Based upon submittal of each Change Request	Y
84	Change Request Technical System Design (TSD)	Based upon each Change Request Work Plan	N

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No.	Deliverable Name	Delivery Timeframe	Critical Milestones
85	Change Request Test Plan	Based upon each Change Request Work Plan	Y
86	Change Request Test Results	Based upon each Change Request Work Plan	N
87	Change Request Training Documentation	Based upon each Change Request Work Plan	N
88	Change Request Delivery	Based upon each Change Request Work Plan	Y
89	Change Request Post Implementation Report (PIR)	Based upon each Change Request Work Plan	N
90	Software Upgrade Plan	One month after OED and semi-annually thereafter	Y
TRANSITION-OUT DELIVERABLES			
91	Transition-Out Project Plan	2.5 years prior to Termination of the Agreement	Y
92	Transition-Out Training Plan	2.5 years prior to Termination of the Agreement	Y
93	Transition-Out Monthly Deliverable Status Report	Beginning one year before Agreement End Date, by the 5 th calendar day of each month	N
94	Transition-Out Systems Documentation	No later than two years prior to the end of the M&O period	Y
95	Listing of all Systems Batch Production Jobs	2.5 years prior to Termination of the Agreement	N
96	Performance statistics or copies of existing operational reports	2.5 years prior to Termination of the Agreement	N

2.2. Delivery and other dates for Deliverables associated with each Change Request will be specified in the Change Request Work Plan Deliverable associated with that Change Request.

2.3 Delivery and other dates for Deliverables not associated with a Change Request will be specified within the Transition-In Work Plan Deliverable as described in RFP Section 4.12.2.1 and the Response or each month's Project Detail Status Report Deliverable as described in RFP Section 4.10.2.4 and the Response, as appropriate.

3. Work Products

Contractor will provide Work Products to the Counties during the course of Contractor's performance under this Agreement. These Work Products include but are not limited to the following:

No.	Work Product Name	Delivery Timeframe
1	Documentation Maintenance	Upon Request.
2	Transition-In Dashboard Reporting	Date in the Transition-In Work Plan

No.	Work Product Name	Delivery Timeframe
3	Pending Applications List	After pending applications process execution.
4	Periodic Reporting SQL Script Execution List	Upon Request
5	Quality Assurance/Quality Control and Management Evaluation Sampling	Monthly
6	Alerts and Alert Triggers Report	Upon Request.
7	Reference Table List	Upon Request
8	Mock COLA	5 business days prior to running COLA.
9	Client Correspondence Delete List	Upon Request
10	Client Correspondence batch print files	Daily
11	Application Support Facility Equipment & Software Training	Upon Request

4. Facilities

The Facilities to be provided by Contractor are subject to the Counties' approval in writing.

5. On-Site Staffing Requirement

Contractor shall maintain at least 70% of its Staff on-Site at the ASF, subject to the following conditions:

- a. Contractor can only send Services that it will perform under the Agreement outside the United States ("overseas") to wholly owned affiliates or affiliates in which Contractor has a majority interest and direct management and control of staff by Contractor Project Manager.
- b. For such overseas Services, Contractor shall send Notice to the Counties at least 30 Days in advance and obtain the Counties' consent before sending Software Maintenance Services overseas, with the notice including details about the Services to be performed overseas. Counties shall not prevent the Contractor from obtaining the ratio allowed in this provision, subject to Contractor's complying with the conditions and requirements in the Agreement, including without limitation the conditions in Section 5 of Exhibit F. If Contractor fails to comply with such conditions or otherwise breaches the Agreement, the Counties shall have the right to exercise their rights and remedies in the Agreement and at law and in equity, even if they prevent Contractor from obtaining the ratio allowed in Section 5 of Exhibit F.
- c. Permissible Services that can be performed overseas include only Software development for new Enhancements and correcting Software Deficiencies, repetitive tasks (such as reformatting forms and reports), batch processing, tasks that are based on clearly defined and complete Specifications, and testing associated therewith, and other tasks with the prior written consent of the Counties. Additionally, with the prior written consent of the Counties, Contractor's overseas teams may support onshore team in planning and execution of following services: environmental Maintenance, Processing Support, performance analysis, performance improvement, minor upgrades, Service restoration, database management, validation and testing, and Documentation development.
- d. Contractor shall provide the Counties with updates to the Work Plan to track the budgeted and actual hours performed on overseas Services on a monthly basis.
- e. Contractor shall not send personally identifiable information or other non-Contractor Confidential Information overseas, except for designs, drawings, Specifications, computer programs, Documentation, and Custom Software Source Code.

6. Security Officer

Contractor's Security Officer must obtain the Counties' Executive Director's consent prior to taking any action that may affect or impact on the Counties, the Systems, or the Sites, in whole or in part, except that Contractor's Security Officer may take an action to protect the Systems or the Sites without such consent if there is a direct and immediate threat thereto from an external source, such as a hacker, cracker or similar event, subject to Contractor's Security Officer immediately contacting the Counties' Executive Director and the Contractor Project Manager after taking such action. In addition, consistent with SLA 3.1.16 and as otherwise described in the Security Incident Response Plan, Contractor shall notify the Counties' Executive Director within one (1) hour following the identification of any potential or actual major or minor incident, including any breach, any attack, or the introduction of any disabling device, related to the Systems. Contractor will take appropriate corrective action to mitigate the potential or actual major or minor security incident within two (2) hours following the identification of each potential or actual security incident.

7. Business Intelligence Software and Management Reporting

Contractor shall perform Services and provide Deliverables which are described in Change Request 6877 under the Information Technology Agreement and which have not been completed by the OED. The terms of Change Request 6877 which have not been completed by the OED shall be incorporated by reference into this Agreement.

8. Residual Deficiencies

Contractor shall correct Deficiencies which exist for the Systems under the Information Technology Agreement and which remain on the OED as will be described in the Transition In Plan.

Schedule 1 to Exhibit F Process to Manage Software Version Currency

Overview

In accordance with Section 10.10 of the Agreement, Contractor will utilize the Strategic Architecture Committee (SAC) review process described in this Schedule 1 to Exhibit F to maintain versions of the Software components as recommended by the SAC to, and approved by, the Counties' Executive Director. The review process described in this Schedule 1 shall be further expanded as part of the PCD Deliverable following the Start Date.

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There shall be two primary Contractor-created inputs into this SAC review process: the SOFTWARE REPORT and the 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY.

- The SOFTWARE REPORT lists the Software components used to build, run or maintain the Software
- The 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY provides a strategic view of software product direction and versions as needed to plan, build or run the Software

These SOFTWARE REPORT and the 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY inputs are then reviewed and revised as part of the regularly scheduled SAC meetings. These meetings will take place as often as the SAC governance determines is necessary, and at least once per quarter throughout the term of the Agreement. The proposed standing agenda for these meetings is reflected below as **Exhibit z.**

3-Year Technology Plan Approach to Software Version Currency

The following approach will be used to manage software versions to derive the most business value from software investments while also meeting business objectives:

1. Contractor will maintain the SOFTWARE REPORT for the Software to include software product name, installed version and estimated end of product support date, and the latest available software version from the software vendor.

This report will be updated quarterly to reflect the latest available versions or to include any newly announced end of support dates from the respective software vendors.

2. The Strategic Architecture Committee is responsible to revise the 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY, as needed for each of the following situations:
 - a. **Software vendor releases a new version of already installed software.**
 - i. Contractor will assess the new or changed features announced for the new software version and share insights on industry adoption, risks and interdependencies with other software
 - ii. The Strategic Architecture Committee will assess enterprise architecture fit, strategic fit, and any enabling or disabling characteristics from the new release

- iii. The Strategic Architecture Committee will revise the plan if needed to reflect strategic direction to upgrade to the latest version, or to maintain the current version for now, or provide direction on when to decommission the current version
- b. New Software is selected and added to the Software.**
- i. Contractor will assess new product or service features, and share insights on industry adoption, innovation and enablement to be derived, and installation risks and interdependencies with other Software. Recommend replacement or consolidation of other existing Software
 - ii. The Strategic Architecture Committee will assess enterprise architecture fit, strategic fit, business process or technology process changes, if there are any enabling or disabling characteristics from the new Software, and where the new product fits or integrates into the Systems
 - iii. The Strategic Architecture Committee will revise the enterprise architecture and standards to reflect the new capability or service, and update the plan if needed to reflect the decommission or retirement any products being replaced
- c. Software vendor announces end of regular or extended support of already installed Software**
- i. This situation requires immediate planning and action to avoid the risks associated with running on unsupported software or technology. Decisions to be made by the Strategic Architecture Committee, include:
 - 1. Will the current business or technology processes be updated to support decommissioning and removing the product before the end of support date? If not, is there an extended support option from the vendor that could be considered to provide more time?
 - 2. Is there a current vendor-supported version of the software that can be installed?
 - 3. Can we find and implement a new software product or service to meet the business need(s) before the end of support date? If not, is there an extended support option from the vendor that could be considered to provide more time?
 - ii. Contractor will provide a solution recommendation, whether the direction is to decommission existing Software, upgrade to another version, or move to a new solution
 - iii. The Strategic Architecture Committee will revise the enterprise architecture and 3-year plan to reflect its determined direction. As this situation requires action, a project will need to be initiated to implement the solution determined before the existing product runs out of support.
3. The Contractor will utilize CalWIN project initiation and tracking processes to coordinate the procurement, installation, testing, status and progress reporting of any new Software versions and inter-related software components being introduced or revised. All such new Software versions or replacement Software products or services shall be Deliverables.

4. The Strategic Architecture Committee will meet as frequently as determined by the Counties' Executive Director and at least quarterly, to achieve the quarterly objectives of managing Software currency for the Systems. Contractor shall inform the SAC of its plans for updating and revising the Software at such meetings, the interdependencies between existing Software and proposed changes to or new Software. The SAC shall discuss such plans and make a recommendation to the Counties' Executive Director about whether and to what extent to make such updates, and the Counties' Executive Director shall make a decision based on such recommendation regarding such updates.
5. The SAC shall be comprised of a minimum of five technical staff from the Counties, Project staff from the Counties, staff from the Counties' quality assurance contractor, and technical and other Staff from Contractor. The SAC shall have a majority of members from the Counties.
6. No new Software or updates to the Software will be implemented by Contractor into any System without the approval of the Counties' Executive Director or designee, except in the event of an emergency situation.

SOFTWARE REPORT EXAMPLE.

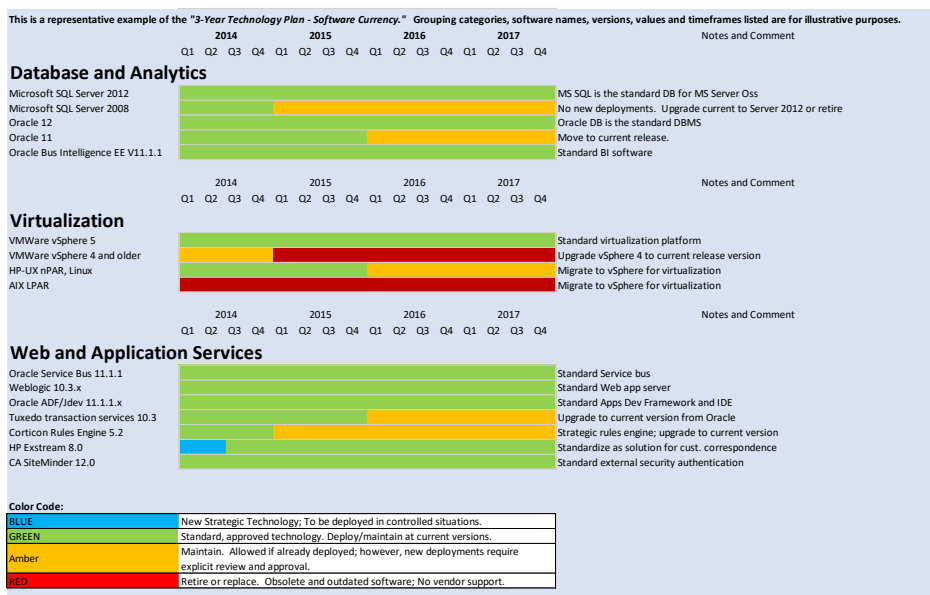
Software Name	Purpose	Part of Software (Y/N)	Used For Software Maintenance (Y/N)	Used In Operations Service Delivery (Y/N)	Installed Version Estimated end-of-support date	Latest Released Version Release date
SW Vendor Product Name	Brief description of Product Name (service or function provided)	Y	Y	Y	v 10.1.x EOS 8/2016	v 10.5.0 GA 5/2014

Note: Versions, values or dates listed above are for illustrative purposes. "EOS" in the example above indicates an end-of-support date. "GA" similarly indicates the generally-available release date.

The SOFTWARE REPORT is an inventory report of software products installed or maintained in support of the WCDS Systems as described in the Maintenance and Operations Agreement (the Agreement) between the WCDS Consortium Counties (the Counties) and HP Enterprise Services, LLC (Contractor). At a minimum, the report will list the Software Name, Purpose, Part of Systems indicator, Used For Software Maintenance indicator, Used in Operations Service Delivery indicator, Installed Version and its Estimated end of support date, and Latest Released Version and its Release date.

The SOFTWARE REPORT is produced at least quarterly and maintained by Contractor, is to be updated and reviewed at least quarterly, and is subject to written approval by the Strategic Architecture Committee throughout the term of the Agreement.

3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY EXAMPLE



Note: Grouping categories, software names, versions, values and timeframes listed are for illustrative purposes.

The 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY provides a strategic planning view of the software inventory contained in the SOFTWARE REPORT. The primary purpose of the 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY is to support the Strategic Architecture Committee in its planning process to maintain the WCDS Software in accordance with the terms of the Agreement. The 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY provides a high-level summary view of WCDS Software depicting –

- Any new strategic software to be introduced in support of the Software
- Standard, approved Software to be maintained at current versions
- Any back-level supported versions where any new deployments will require explicit approval
- Any Software versions that are obsolete or out of support, and which must be retired or replaced

The 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY is produced at least quarterly and maintained by Contractor, and is to be updated and reviewed at least quarterly, and is subject to written approval at least quarterly by the Strategic Architecture Committee throughout the term of the Agreement. The initial 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY will be made available for the Strategic Architecture Committee to review, within the first 90 calendar days of the Agreement Effective Date.

EXHIBIT Z**STRATEGIC ARCHITECTURE COMMITTEE MEETING – STANDING AGENDA TOPICS**

Proposed standing agenda topics for periodic (minimum quarterly) Strategic Architecture Committee meetings with WCDS and Contractor committee members are listed below. Topics will be finalized as the committee charter and governance model are approved.

**Strategic Architecture Committee Meeting
Proposed Standing Agenda Topics**

1. **Previous Meeting Minutes.** Review and approve previous meeting minutes (decisions, actions, directions/guidance)
2. **Committee Charter and Governance Model** (Scope, goals, objectives, membership, meeting frequency, status reporting)
 - Finalize, Review/revise at least annually
3. **Architecture Strategy and Direction Documentation**
 - A. CalWIN Enterprise Architecture Guiding Principles
 - Finalize, Review/revise at least annually
 - B. CalWIN Strategic and tactical objectives
 - Outline strategic direction and high-level solutions architecture to transform, enable, attain strategic objectives
 - Discuss tactical needs and steps to automate, improve or optimize operations and tactical performance
4. **CalWIN Review of SOFTWARE REPORT**
 - Review/revise at least quarterly
5. **CalWIN Review of Enterprise Architecture**
Enterprise architecture technology plan, standards, roadmaps
(Sub-domain Reviews; Approve Requests for Change or Dispensation)
 - A. 3-YEAR TECHNOLOGY PLAN – SOFTWARE CURRENCY
 - Review and revise the 3-Year Technology Plan for Software Currency, at least quarterly.
 - B. Conduct Enterprise Architecture Domain Reviews
 - i. Business Architecture
 - ii. Data / Information Architecture
 - iii. Application Architecture
 - iv. Technology Architecture
 - Computing platforms (e.g. PC, mobile/hand-helds, servers, storage, cloud)
 - Networking infrastructure (e.g., wired, wireless, voice)
 - Collaboration (e.g., email, web)
 - Software (System, COTS or SaaS; Internally developed, custom; Open-Source)
 - Systems and configuration monitoring and management (e.g., asset, configuration)
 - v. Security Architecture

Note: Requests for architecture change or dispensation or exception will be discussed. As needed, reviews of specific architecture domains or reviews of specific applications architectures may also be conducted.
6. **The Road Ahead – Innovation Agenda**
 - For example, updates on emerging IT practice capabilities (Mobility, Cloud, BigData, Security...)
 - Discuss enabling, emerging capabilities to transform or enable CalWIN to meet strategic imperatives
7. **Actions and Decisions**
8. **Any Other Business**

EXHIBIT G**REVISIONS TO THE RESPONSE**

The parties agree that Section 13.1 of the Response is deleted.

Following are revisions to Assumptions in the BAFO Cost Impacts and Constraints Tab:

I. HP Proposal Assumptions*

Assumption	Assumption Revision
This RFP will cover services provided to 18 CA Counties. The Counties are: Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo. Any changes to the Charges and Services from changes in the Counties which are part of the WCDS Consortium shall be described in a Change Request.	Any changes to the Charges and Services from changes in the number of Counties which are part of the WCDS Consortium shall be described in a Change Request
Solution and cost was derived from: <ul style="list-style-type: none"> • CalWIN System - 4,100,000 cases per month for 2015 • Access CalWIN – 400,000 calls per year in 2015 We used a 10% annual growth factor when calculating the CalWIN Access and Benefits CalWIN Systems M&O costs per the BAFO requirements	
New Base scope estimates are based on year 2012 actuals. New Base Service – COLA = 2283 Hours/Annum New Base Service – Regression Testing = 12463 Hours/Annum New Base Service – QA Audit = 12297 Hours/Annum We have not anticipated any changes to these volumes based on the nature of the items.	
IDMS scope includes building web services to integrate images from county systems into CalWIN. Scope includes up to 720 hours of support (40 hours per county) for assistance in interfacing their system with the web service. Scope does not include the work to modify the county systems to interface with these web services.	Any changes to the IDMS scope by the Counties shall be described in a Change Request
All Equipment models listed in Exhibit B are based on current, available, technology. Actual Equipment implemented for the Systems will meet or exceed Equipment Specifications of the Equipment listed in Exhibit B.	
All Software versions listed in Exhibit B are based on current, available, technology. Actual Software implemented for the Systems will meet or exceed Specifications for the Software	
For the Executive Scorecard (Systems Operations Dashboard), we have included 75 Named User licenses for CalWIN.	Charges for additional licenses are described in Exhibit A

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Assumption	Assumption Revision
HP shall ensure that a lease to the proposed Application Support Facility shall be available to the Counties, at the Counties' option, during the Agreement or at the end of the Agreement term.	

* Changes to any of the assumptions above shall not result in a Change Request, except as noted above, and Contractor may request that the Counties consider issuing a Change Request if there are significant changes to Client populations, economic conditions in California, or the scope of Services as of the OED and as projected by the Counties in its RFP and Procurement Library. The Counties shall have the sole discretion whether or not to propose a Change Request as a result of such request by Contractor.

Following are other revisions to the Response:

II. Contractor Proposal Clarifications

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
4.3.2	MO - System Performance, Availability and Business Continuity	Contractor proposes working with WCDS Consortium to develop the most appropriate approach and provides insufficient detail to determine how the technology and processes for system availability will be provided and maintained in the future, and what is included in the Contractor proposal for M&O and what is to be included in future change requests.	Contractor will utilize the Operations Center, Network Management Center, and Performance Center tools to perform Event, Incident, and Problem Management processes. These tools will help to identify potential issues (Event Management) and enable Contractor to respond to potential service disruptions (Incident Management). In the case that an incident occurs, the information from these tools will enable Contractor to complete Problem Management and to identify and implement corrective and preventative measure to reduce the likelihood that similar incidents occur in the future. Further details of Contractor's approach to meet system availability will be provided in the Systems Operations Plan.
4.3.2	MO - System Performance, Availability and Business Continuity	Then proposes to work with the WCDS Consortium to develop the most appropriate approach for dividing environments between M&O and change request efforts. It was unclear what was included in Contractor proposal for M&O and what would be included in a future change requests.	Those environments listed in table 4.3.2 of the RFP are included in the M&O proposal - CalWIN System, ACCESS CalWIN System, Benefits CalWIN System, MyBenefits CalWIN System, CalWIN Mobile Application System, SMART System, Simulation Environments, Web Inquiry, UAT Environments, and Training Environments.
4.3.5 4.3.7	MO - Enterprise System Equipment and Server Management	It is unclear how Contractor will be able to support 18 separate CalWIN production System environments and Access CalWIN, Benefits CalWIN, My Benefits CalWIN, and SMART within M&O.	Contractor will operate the 18 separate CalWIN Production systems, as well as ACCESS CalWIN, Benefits CalWIN, My Benefits CalWIN, and SMART systems on equipment hosted in Contractor's central site facility. The 18 separate CalWIN systems will reside as separate databases on a redundant Superdome 2 cluster. Likewise, the ACCESS, Benefits, My Benefits, and SMART systems will reside as separate databases on redundant hardware.

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
			Further details of Contractor's support approach will be provided in the Systems Operations Plan.
4.3.2	MO - System Performance, Availability and Business Continuity	The proposal lacks detail in describing, technology and process for how the system availability will be provided and maintained in the future.	<p>The technology used to manage availability includes Contractor's Enterprise Management Tools - Operations Center, Network Management Center, and Performance Center. These tools will be utilized to identify potential problems before they cause an outage, ensuring system availability is maintained. The technology used to host systems includes our Best in Class Server and Storage Technology – SuperDome 2 servers, 3Par Storage, and ProLiant G8 Blade servers. This hardware will be configured to be redundant to ensure high availability.</p> <p>Contractor's industry proven ITIL processes will be integrated with the above-mentioned tools to automate alerts and provide Contractor staff with insight into potential problems so that proactive measures can be taken to avoid system outages.</p> <p>Further details of Contractor's approach to meet system availability will be provided in the Systems Operations Plan.</p>
4.3.2	MO - System Performance, Availability and Business Continuity	Contractor proposes industry standard ITIL performance management processes and Contractor Enterprise Service Management tools to manage the performance of the systems. Contractor's response provides a high level description of the benefits and attributes of ITIL, the tool components of the Contractor Enterprise Service Management tools, and a reiteration of utilizing these tools to conduct availability management.	<p>Event Management Process will utilize monitoring tools to generate notifications and alerts regarding actions that need to be taken or potential Incidents. Some alerts will be addressed automatically, while others will require a response from a systems administrator. These alerts could be as simple as changing a backup tape, or as complex as responding to a Configuration Item (CI) that has failed.</p> <p>Incident Management Process will respond to notifications related to Configuration Items (CI) issues that have occurred and will take action to restore service as quickly as possible if one has occurred. If a service disruption has not occurred, this process will ensure that the CI issue is addressed to avoid a service disruption.</p> <p>Problem Management Process diagnoses the cause of one or more incidents, determines the resolution and ensures that the resolution is implemented. The resolution will include actions to prevent future incidents from occurring, and to minimize the impact of such incidents if they do occur in the future.</p>

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
			Further details of Contractor's approach to meet system availability will be provided in the Systems Operations Plan.
4.3.12	MO - System Security	Contractor provides a high level approach to system security management which includes Intrusion Detection System Software, Virtual Private Network Software, COTS Equipment, Secure Sockets Layer, and Authentication, Authorization and Accounting tools.	<p>Contractor will leverage its investments in TippingPoint (network intrusion detection and prevention), ArcSight (system-security logging), and other tools to monitor the CalWIN systems and identify events that indicate possible trends or incidents that require a response.</p> <p>TippingPoint and ArcSight are market-leading tools designed to detect anomalous, inappropriate, unauthorized, or known malicious activity. TippingPoint monitors network activity, and has the ability to automatically block "unwanted traffic". ArcSight monitors system, security, and application logs. Both products are designed to respond quickly and automatically according to predefined security policies. Both products will be monitored 24x7 by security analysts in one of Contractor's Security Operations Centers, who will perform investigation and analysis for any events of interest, and who will escalate any critical events to CalWIN personnel where a local response is required.</p> <p>Contractor will manage all security incidents identified through these tools and processes using the Security Incident Response Plan.</p> <p>The Security Incident Response Plan (SIRP), is discussed in some detail in our proposal under Section 4.3.12.3. It's considered part of the Security and Confidentiality Plan (SCP) although the SIRP will be in a separate document referenced by the SCP.</p>
4.3.5 4.3.7	MO - Enterprise System Equipment and Server Management	Contractor's approach to County System's Server Management is continuing to manage and maintain local Contractor-managed county servers located at county sites. Contractor will provide 19 production environments but it is unclear how Contractor will be able to support the 18 separate CalWIN production System environments	<p>Local county equipment – redundant routers, POP server, Reporting server, and Golden Workstation – provide connectivity to the CalWIN system, and provide specific functionality for each county. These systems will be monitored and managed with the same tools as our hosted systems, and Contractor will provide on-site support for that equipment.</p> <p>Contractor will operate the 18 separate CalWIN Production systems, as well as</p>

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RFP Sec	Just. Form	Proposal Clarification	Contractor Response
		and Access CalWIN, Benefits CalWIN, My Benefits CalWIN, and SMART within M&O.	ACCESS CalWIN, Benefits CalWIN, My Benefits CalWIN, and SMART systems on equipment hosted in Contractor's central site facility. The 18 separate CalWIN systems will reside as separate databases on a redundant Superdome 2 cluster. Likewise, the ACCESS, Benefits, My Benefits, and SMART systems will reside as separate databases on redundant hardware. Further details of Contractor's support approach will be provided in the Systems Operations Plan.
4.3.5 4.3.7	MO - Enterprise System Equipment and Server Management	Contractor proposes to utilize the Contractor Capacity Management tool to manage the proposed equipment. Contractor also proposes a utilization report and capacity trend report. It was unclear why some components are "in-scope" and why others are not.	Section 4.3.5.1 of the Contractor response included a thorough description of how Utilization Reporting, Capacity Trend Reporting, and the Capacity Manager tool will be utilized to provide Capacity Management on Servers, Databases, and the Network. Further details of which systems will be included in Utilization Reports will be provided in the Systems Operations Plan.
4.3.16	MO - UAT, Testing and Releases	Contractor fails to convey agreement to execute the batch scheduler run cycle within two hours of the request. Instead, the proposal states that UAT batch processing will be scheduled to run only within the nightly 8:00 PM to 6:00 AM batch window.	The last paragraph of Contractor's response to RFP section 4.3.16.3 is replaced with the following: Contractor acknowledges that UAT environment batch schedules may be different from the production environment batch schedules. Upon specific requests from the Counties Executive Director, the UAT batch scheduler run cycles will be executed within two hours.
4.3.21	MO - Innovation and Strategic Planning	The Contractor approach to modernization hours lacks detail to support their approach to strategic planning and innovation. Contractor provides a high level description of the CalWIN Mobile application and lists potential future trends and features.	The Contractor approach to the Modernization Hours commitment is to apply the hours and effort toward the most appropriate projects at the discretion of WCDS and the counties. The listing provided by the Contractor team was meant to show some possibilities but was not intended to be a full or complete listing. Actual projects applied toward the Modernization hours should be strategic in nature and be focused on projects that the consortium as a whole has prioritized and has adequate sponsorship to move forward.
4.3.23	MO - System Operations Dashboard	Contractor proposes a System Operations Dashboard that focuses on product features and a near real-time Executive Scorecard that leverages key performance indicators and dashboards already in use with insufficient detail to determine whether their approach would	Per the RFP requirements we have included an Executive Dashboard that provides a fully integrated solution for key WCDS and County personnel to quickly, and easily, obtain the status of the Contractor systems and projects. We have included 75 licenses for the WCDS and the Counties to use. Other individuals at the Counties, who may not have access to

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RFP Sec	Just. Form	Proposal Clarification	Contractor Response
		<p>result in a fully integrated system.</p> <p>The Contractor System Operations Dashboard seemed to be more of a product literature description rather a specific solution for the Counties. The M&O Evaluation Team had a concern regarding that the project status information will not be available to County staff that may have a need to know certain information, such as the Service Desk support</p>	<p>the Executive Dashboard, will require information from various systems that they use. Individuals will be able to obtain information directly from the systems where they have access. For example, all Counties have the ability to log into the Help Desk system and see the status of tickets that have been submitted. County employees with access to the PPM system will be able to use the dashboards and reporting within that system to obtain project status and details.</p> <p>Contractor's response to RFP Section 4.3.23 documents that County staff will have access to project status information. That response is as follows:</p> <p>"Contractor will provide a browser-based, real-time systems operations dashboard that will be accessible to counties' project staff and counties' staff. Beginning on the Operations Effective Date (OED), Contractor will provide the systems operations dashboard 24 x 7. The systems operations dashboard will display graphical and textual representation of the metrics described in requirements a through l:</p> <ul style="list-style-type: none"> a. Problem Management b. Change Request Management c. Status of batch jobs and batch processing activities d. Status of interface jobs and interface processing activities e. Status of management reporting jobs and activities f. Status of print processing jobs and activities g. Status of CIS jobs and activities h. Status of client correspondence jobs and activities i. Performance charts displaying live and historical performance of production systems j. Status of training, UAT, and production environments k. Broadcast messaging to WCDS Consortium project staff and the counties l. Dashboard legend <p>Contractor will implement the Contractor Executive Scorecard as an overarching systems management tool for CalWIN. This tool provides a balanced scorecard and objective-based, high-level perspective of</p>

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
			<p>operations and performance across the CalWIN environments. The automated interfaces will pull data from Contractor tools and non-Contractor sources to provide executive management insights.”</p> <p>END OF EXCERPT</p> <p>In Contractor’s Price Proposal, we proposed 75 licenses to the Executive Scorecard for WCDS and County use, to support this requirement. Additional licenses are available upon request by the Counties Executive Director at a per-unit price that Contractor recommends is added to Rich’s Table V – Contractor Change Request Rates or suggested alternative location.</p> <p>In addition, RFP Requirement 4.10.4.2 required Contractor to provide 4 licenses per County to the PPR Tool, which Contractor proposed as the Contractor PPM Center software. As part of the Contractor proposal, each county will receive four unique ids with which to access the Contractor PPM tool. This will allow the counties to access the features of the Contractor PPM tool for which they have security rights, which includes the dashboards and portlets. This provides an additional mechanism for County Staff to access project status information.</p>
4.3.23	MO - System Operations Dashboard	Contractor will implement the Contractor Executive Scorecard as an overarching systems management tool for CalWIN. This tool provides a balanced scorecard and objective-based, high-level perspective of operations and performance across the CalWIN environments. The automated interfaces will pull data from Contractor tools and non-Contractor sources to provide executive management insights; however, it remained unclear if local staff would have access to this information.	<p>In response to 4.3.23, the Contractor proposal states “Contractor will provide a browser-based, real-time systems operations dashboard that will be accessible to counties’ project staff and counties’ staff.”</p> <p>Contractor proposed 75 licenses to the Executive Scorecard for WCDS and County use.</p>

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
4.3.23	MO - System Operations Dashboard	Contractor states that each management product that Contractor provides for the CalWIN business or technology areas—such as change management for technology service management or PPM for project management—will provide its own 'dashboarding' capability targeted for the primary users of those tools. The M&O Evaluation Team had a concern that this approach would not provide an "integrated" system, but potentially separate interfaces.	<p>Contractor has proposed a multi-tiered solution to transparency. The first tier is the Executive Scorecard. The Executive Scorecard provides a mechanism to view project and system information from a single user experience without the user needing to navigate through multiple source systems.</p> <p>The System Operations Dashboard will include integration of the following:</p> <ul style="list-style-type: none"> • Change Management Tool • Problem Management Tool • Project Management Tool <p>We have also provided a second tier of dashboards in the individual source systems that provides a further level of transparency for those user roles which require more in-depth information. The second tier is meant to compliment the information presented in the Executive Scorecard and support higher transparency and collaboration by providing access to detailed source system data that was compiled and presented in higher level views within the Executive Scorecard.</p>
4.3.23	MO - System Operations Dashboard	Similarly, Contractor's proposes that the Contractor Executive Scorecard <i>can</i> use data feeds and interface with external non-Contractor systems but does not clearly state that it <i>does</i> , causing additional concern regarding the tool's integrated solution.	<p>Contractor has designed the Executive Dashboard to meet the stated requirements. All data feeds required have been included to meet the RFP Dashboard requirements.</p> <p>Following is a list of the data feeds that have been included:</p> <ul style="list-style-type: none"> • CA Service Desk - Help Desk • CA Workload - Workload Automation • HP PPM - Project and Portfolio Management • HP ALM - Application Lifecycle Management • HP AM - Asset Manager • HP UCMDB - Universal Configuration Management Database • HP SM - Service Manager • HP BSM - Business Service Management • HP DP - Data Protector • HP Arcsight - Unified security information and event management and proactive security monitoring

RFP Sec	Just. Form	Proposal Clarification	Contractor Response
4.3.23	MO - System Operations Dashboard	<p>Contractor proposes that they will develop and present a recommended design and configuration of the systems operations dashboard to the Counties Executive Director for review and acceptance.</p> <p>Contractor proposes that they will seek acceptance from the Counties Executive Director for any changes to the design and configurations of the systems operations dashboard.</p> <p>Contractor further proposes that they will configure the systems operations dashboard at the request of the Counties Executive Director. It was unclear if Contractor intends to collaborate with County staff in order to build a usable dashboard that satisfies user needs as well as executive management.</p>	<p>Contractor responded to the RFP requirement to present the design to the Counties Executive Director, to seek approval of design changes from the Counties Executive Director and to modify the Systems Operations Dashboard upon request from the Counties Executive Director. The RFP requirement did not mention collaborating with County staff and thus the reason for not seeing that language in our proposal response.</p> <p>Contractor has a long history of working with the counties and developing collaborative solutions and will continue to do so as directed by the Counties Executive Director.</p>
4.5	MO - Business Intelligence	<p>Contractor's solution meets all the requirements for Business Intelligence (BI). Contractor's proposal focused on the descriptions and abilities of various tools' functionality instead the overall solution to meet the business objectives. The overall approach was high level with standard software development lifecycle processes such as proof of concept, gather requirements, develop, and implementation. Many components of this BI solution depended upon County staff participation to provide the business perspective. In Contractor's proposal, Contractor's implementation schedule was unclear. Contractor proposes 3-months of "value added" releases for 18 months after the foundation is built.</p> <p>Contractor's solution includes an Operation Data Store (ODS) which provides real-time access to CalWIN data.</p> <p>Contractor agrees to only provide walkthroughs of the BI test</p>	<p>1) The following sentence in Contractor's response to RFP section 4.3.16.3 is replaced with the following:</p> <p>The plan will be delivered three days after testing completes and Contractor also will provide a walkthrough of the Business Intelligence test results unless otherwise directed by the Counties Executive Director.</p>

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RFP Sec	Just. Form	Proposal Clarification	Contractor Response
		results on an "as needed" base. The RFP required the walkthrough unless otherwise directed by the Counties Executive Directors.	
4.5	MO – Rules Engine	Contractor does not specify that the Rules Engine transition will be completed during the project duration. Contractor proposes to provide training documentation 60 days " <i>before each phased implementation</i> " of Business Rules; however the requirement is for the delivery of the documentation 60 days prior to Rules Engine implementation or within the first phase of implementation. Contractor's response seems to indicate that they might deliver the information with each phase of the implementation. In addition, Contractor did not explicitly state that the Rules Engine project plan will be integrated with the Project Management Reporting tool.	The Contractor Team will complete the Business Rules project within the timeline of the project duration. The Rules Engine Project Plan will be integrated within the overall Project Management Reporting tool used for CalWIN projects. Detailed schedule information will be provided in the Rules Engine project plan.
4.5	MO – Rules Engine	Contractor's response to the Rules Engine lacks clarity and detail in the proposed methodology, schedule, conversion, and implementation approach for a rules engine the size and complexity of the CalWIN system.	The Contractor response was specifically design to address each item within a large-scale conversion project such as the Business Rules conversion. The Contractor team proposed to use the Re-Learn methodology that specifically addresses lessons learned in the early phases of the project and apply those to later phases. The schedule was based upon a phased approach driven by program and logical grouping of the code base with the scope of each phase to be approved by WCDS and the counties. Contractor will leverage the Center of Expertise partnership currently in place with the Corticon vendor to ensure the project has the latest industry insight and experienced resources to perform the actual conversion. The High Level Outline of Steps to execute the Business Rules Transformation are included below: 1. Mine and extract the business rules from current source code 2. BA's and Developers will analyze, clarify, and organize the extracted rules 3. Business Rules architects will determine

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RFP Sec	Just. Form	Proposal Clarification	Contractor Response
			<ul style="list-style-type: none"> a. What logic will remain outside of Corticon b. The interface design c. logical decision services divisions d. Requirement Traceability Matrix e. Scope of the vocabulary f. High level rule sheet flow <p>4. Rule modelers will start creating the Rule Sheets in an assigned Decision Service</p> <p>5. System testers will develop system test plans and plans for parallel testing (negative testing)</p> <p>6. System testers will execute system test scripts</p> <p>7. Integration testing</p> <p>8. User Acceptance Testing</p> <p>9. Data Conversion is not needed as part of Business Rules Engine implementation.</p> <p>10. Implementation will include a modified set of EDBC driver programs which will call Corticon decision service instead of</p>
4.6	MO - IDMS	Contractor met 24 requirements for IDMS and partially met one requirement. Contractor proposes adding a new search web page that will function similar to the existing search and represents the current processes involving multiple user steps to drill down to the information. It is also not clear if this solution will work in counties that do not image by document type.	The Contractor proposed solution is flexible and will work for the counties whether imaging by document type or not.
4.9	MO - Change Requests	However Contractor's response failed to acknowledge that walkthroughs must be limited to 2 hours and if the deliverables are deemed as unacceptable, the Vendor shall make the necessary changes no more than two workdays following the initial walkthrough and reschedule another walkthrough at no additional cost. The Contractor CalWIN team will track the hours	Contractor's goal is to complete walkthroughs in 2 hours. However, Contractor acknowledges there may be situations where walkthroughs cannot be completed in 2 hours and would need to either continue or be rescheduled at no additional cost.

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RFP Sec	Just. Form	Proposal Clarification	Contractor Response
		related to the defect separately from the overall project hours, however the proposal does not specify the hours are non-billable per the requirement.	
4.9	MO - Change Requests	Contractor proposes to use the Contractor PPM Center tool to manage the CR SDLC from an idea through implementation. The tool is configurable beyond the extensive key information that can be captured out-of-the-box and allows transparency as well as access to a variety of dashboards and portlets to see the project status. Although the proposal states that dashboards and portlets can be configured to provide specific information to various users, Contractor only addresses WCDS Consortium, CREW, PMB, PB and Contractor as stakeholders, so it is unclear if the dashboard will or can be provided to other staff in the Counties.	RFP Requirement 4.10.4.2 required Contractor to provide 4 licenses per County to the PPR Tool, which Contractor proposed as the Contractor PPM Center software. As part of the Contractor proposal, each county will receive four unique ids with which to access the Contractor PPM tool. This will allow the counties to access the features of the Contractor PPM tool for which they have security rights, which includes the dashboards and portlets.

EXHIBIT H

LETTER OF CREDIT

Bank of _____

_____, 201_

Re: Irrevocable Letter of Credit
Number: _____
Amount: US\$5,000,000

To Whom It May Concern:

At the request and for the account of the WCDS Consortium (“the Counties”) we hereby establish our Irrevocable Letter of Credit Number _____ in your favor, available by draft(s) at sight on Bank of _____, of _____, up to the aggregate sum of \$5,000,000 (Five Million United States Dollars), inclusive of any banking charges effective as of today’s date and expiring on the date defined in Section _ of contract # _____ dated as of _____, __, 2014.

Partial drawings are permitted. Drafts drawn under this Letter of Credit must be accompanied by the following document:

A Certificate signed by the _____ to the effect that the amount drawn represents funds due and payable to you because of the following reason:

Non-Performance of the Contractor HP Enterprise Services, LLC) pursuant to Agreement # _____ dated as of _____, 2014, for providing maintenance, support and operation services for the Counties’ systems.

We hereby agree with the drawers, endorsers and holders in due course of any draft under this Letter of Credit that such drafts shall be duly honored on presentation provided that all terms and conditions of the Letter of Credit have been complied with.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision) International Chamber of Commerce Publication Number 500, as modified from time to time.

Yours faithfully,

For and on behalf of
Bank of _____

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By: _____
Title: Senior Vice President

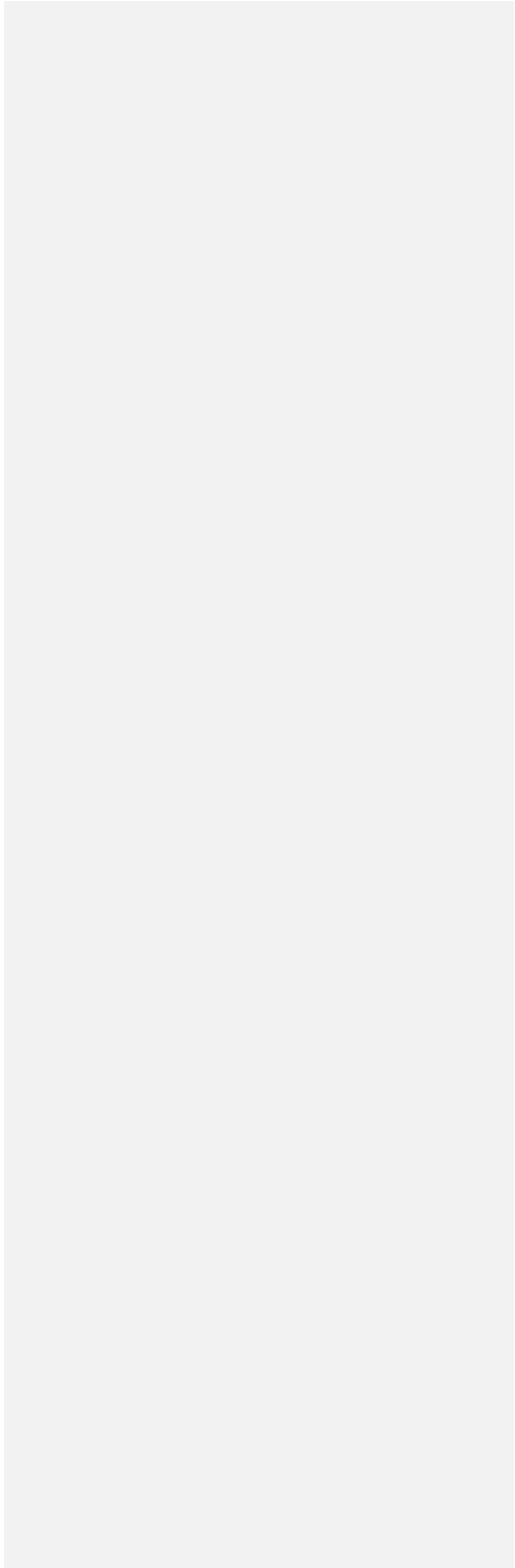


EXHIBIT I
GUARANTY

This Guaranty (this “Guaranty”) is entered into and effective this ___ day of ____, 201_ (the “Effective Date”), by Hewlett-Packard Company, a Delaware corporation (“Guarantor”), with its principal offices at 3000 Hanover Street, Palo Alto, CA 94304, in favor of the WCDS Consortium Counties (“Beneficiary”), with its principal offices at 950 Iron Point Road Suite 110, Folsom CA 95630_____.

1. Guaranty. In consideration of the Beneficiary entering into that Maintenance and Operations Agreement, dated the Effective Date (the “Agreement”) with HP Enterprise Services, LLC, a State of Delaware limited liability company and wholly-owned subsidiary of Guarantor (“HP Subsidiary”), Guarantor hereby guarantees to Beneficiary performance of all of the obligations owing to Beneficiary by HP Subsidiary and by any other relevant subsidiary of Guarantor (“Relevant Subsidiary”) identified as owing obligations under the Agreement (the “Obligations”), on the terms and conditions set forth herein and in the Agreement. Beneficiary shall not be entitled to take any action against Guarantor under this Guaranty unless and until each of the following conditions has been satisfied: (a) HP Subsidiary failed or refused to complete any of its Obligations, and (b) Beneficiary has complied with the requirements of Section 3. Guarantor shall have the right to assert against Beneficiary all of the claims, offsets and defenses that HP Subsidiary or any Relevant Subsidiary has against Beneficiary, except that Guarantor waives: (a) notice of acceptance of this guaranty; (b) notice of any amendments, change orders, extensions of time for performance, changes in the work, or other acts by Beneficiary affecting Relevant Subsidiary’s rights or obligations under the Agreement; (c) notice of any breach or claim of breach by Relevant Subsidiary; and (d) the benefit of suretyship defenses generally.

Deleted: Obligations ,

2. Limit on Liability. Notwithstanding anything to the contrary in this Guaranty, Guarantor’s liability for any Obligations under this Guaranty shall not exceed HP Subsidiary’s liability under the Agreement. Without limiting the generality of the foregoing, this limitation amount applies to payment Obligations.

3. Delivery of Notice. Performance by Guarantor under this Guaranty shall be subject to the delivery of (a) a written demand by Beneficiary to Guarantor stating the fact of HP Subsidiary’s and/or any Relevant Subsidiary’s default under the Agreement, a description in reasonable detail of the default and of the Agreement provisions of which the Relevant Subsidiary is in default, and that all conditions set forth in Section 1 have been satisfied.

4. Term. This Guaranty shall remain in effect until satisfaction of the Obligations, or termination of the Agreement as permitted in the Agreement.

5. Corporate Authority; Enforceability. Guarantor has the power and authority to execute, deliver and perform its obligations under this Guaranty and has taken all necessary action to authorize the execution, delivery and performance thereof. This Guaranty constitutes a legal,

valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to the effects of bankruptcy and insolvency.

6. Assignment. This Guaranty is personal to the Beneficiary which shall have the right to assign or otherwise transfer the benefit of this Guaranty and its rights, duties, and obligations under this Guaranty to a successor entity in its sole discretion. Should circumstances arise in which this Guaranty is invoked, the Guarantor shall be entitled to subcontract its performance obligations to one or more of its Affiliates or, as regards payment obligations, to any third party being a bank or other financial institution at its sole discretion, provided that the Guarantor shall remain fully liable for the due and punctual performance of any performance obligations by the assignee(s). For the purpose of this Clause 6, 'Affiliate' shall mean either a directly or indirectly wholly owned subsidiary of the Guarantor.

7. Entire Agreement. This Guaranty and the Agreement constitute the entire agreement between the parties with respect to the subject matter hereof.

8. Governing Law. This Guaranty shall be interpreted in accordance with the laws of the California, without regard to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State or Federal courts in the County of Sacramento. Contractor accepts the personal jurisdiction of such courts.

9. Notices. Notices to Guarantor shall be sent to the address set forth below.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the Effective Date.

HEWLETT-PACKARD COMPANY

By:

Name:

Title:

Address: Hewlett Packard Company
3000 Hanover Street
Palo Alto, CA 94304
Attention: General Counsel

EXHIBIT J
STATEMENT OF WORK CalHEERS Interface

Overview. This Statement of Work hereby incorporates by reference Change Request 30724 CalHEERS Interface M&O Services, Revision Date January 15, 2016.

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EXHIBIT K
STATEMENT OF WORK CONTACT CALWIN

Overview. This Statement of Work hereby incorporates Change Request 30725 – CONTACT CALWIN M&O SUPPORT, Revision Date January 7, 2016.

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