County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
04147-26
Dept., Division, FY, #)
H&SS, PH
BUDGET ACCOUNT:
7807
SUBOBJECT ACCOUNT:
2261

1. This Contract is entered into between the County of Solano and the Contractor named below:

   Orchard Software Corporation

   CONTRACTOR'S NAME

2. The Term of this Contract is:

   11/1/2025 to 6/30/2028

3. The maximum amount of this Contract is:

   $622,290.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

   Exhibit A – Master System Agreement
   Exhibit B – Statement of Work & Budget Detail and Payment Provision
   Exhibit C – General Terms and Conditions
   Exhibit D – Special Terms and Conditions
   Exhibit E – Information Security

This Contract is made on November 01, 2025.

CONTRACTOR	COUNTY OF SOLANO
Orchard Software Corporation CONTRACTOR'S NAME	
Kelly James 11/07/2025 02:39 PM EST SIGNATURE	Ian M. Goldberg County Administrator DATED
Kelly James, Executive Director PRINTED NAME AND TITLE	275 Beck Ave ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE
701 Congressional Boulevard, Suite 360 ADDRESS	Approved as to Content: Emery Cowan 11/10/2025 06:12 PM EST Emery Cowan Director, Health & Social Services Department
Carmel IN 46032 CITY STATE ZIP CODE	Approved as to Form: Megan Callaway 11/07/2025 02:45 PM EST COUNTY COUNSEL, DEPUTY

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Exhibit A: MASTER SYSTEM AGREEMENT

This Master Agreement ("Agreement") is by and between Orchard Software Corporation, an Indiana corporation with an address of 701 Congressional Boulevard, Suite 360, Carmel, Indiana 46032 ("Orchard" or "Contractor") and Solano County Public Health Laboratory, with an address of 2201 Courage Drive MS 9-200 Fairfield, California 94533 ("Licensee" or "County"). Orchard and Licensee shall sometimes be referred to individually as a "Party" and collectively as the "Parties." This Agreement has an "Effective Date" of November 1, 2025 until June 30, 2028.

In the event of any conflict between the terms of this Agreement and any other document executed by the Parties (including but not limited to, a statement of work, project plan, quote, or proposal), the Parties shall follow this order of precedence: (1) the terms of the Business Associate Agreement executed between the Parties and attached hereto in Exhibit D, (2) the terms of this Agreement unless otherwise explicitly stated in the other document(s), (3) the terms of a statement of work, (4) the terms of a project plan, (5) the terms of a scope statement, (6) the terms of a scope implementation statement of work, and (7) the terms of a quote or proposal. No terms or conditions proposed by one Party in an order form, supplement, or URL shall apply unless agreed upon in writing signed by both Parties.

1. Ordering Documents. Orchard agrees to provide to Licensee the software (the "Licensed Software"), the interfaces (the "Interfaces"), the professional services (the "Services"), the equipment and hardware (the "Hardware"), and the related documentation in the form of training outlines, technical help manuals or specifications included with or within the ordered Products (the "Documentation"), that are described in a Statement of Work (each an "SOW"). The Licensed Software, Interfaces, Services, Hardware and Documentation may be collectively referred to as "Products." Products shall be provided in accordance with the provisions of this Agreement and the applicable SOW. Orchard's offer of pricing in any quote or proposal shall be effective for a period of thirty (30) days from Licensee's receipt of such quote or proposal unless a different period is specified therein.

2. Term and Termination

A. Term. This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to this Section 2. The term for any SOW shall be specified in the SOW; provided, however, that any SOW may be terminated pursuant to this Section 2. Any authorized renewal terms for any SOW must be in writing and signed by the Parties.

B. Termination on Mutual Agreement. This Agreement or any SOW may be terminated by mutual agreement of the Parties, effective at the time designated by the Parties in writing.

C. Termination for Cause. Either Party shall have the right to terminate this Agreement in its entirety, or any SOW, in the event of a material breach of the terms of this Agreement or an SOW by the other Party, which breach is not cured within sixty (60) calendar days following receipt of written notice specifying the breach.

D. Termination for other reasons, including Without Cause. See Exhibit C General Terms and Conditions Section 4.

E. Effect of Termination. Upon termination of this Agreement or an SOW for any reason, Licensee shall have no further right to access and use such Licensed Software that is not subject to a perpetual license, and Licensee shall uninstall the subject Licensed Software from its servers and workstation hardware, if applicable. Licensee must request Licensee's data within ten (10) business days after termination. Orchard and Licensee shall mutually agree to the format in which the data will be provided in an SOW. Orchard shall provide Licensee with all of Licensee's data from the subject Licensed Software that is in Orchard's possession, as provided in an SOW, at Orchard's then current rates. If this Agreement is terminated prior to the expiration of the then-current term set forth in any SOW, or if any SOW is terminated prior to the expiration of the then-current term set forth in that SOW, for any reason other than Orchard's uncured material breach, then Licensee shall pay to Orchard an early termination fee equal to the balance of the subscription fees that would have been due and payable for the remainder of the then-current term(s).

F. Termination of any SOW shall have no effect on the Agreement or any other executed SOW between the Parties. Termination of this Agreement shall not terminate the perpetual license of the Licensed Software granted under any SOW; *provided, however*, that Licensee will no longer receive updates, upgrades, or new versions of the Licensed Software or any Services for the Licensed Software.

3. Fees; Payment; Taxes.

A. Fees for Licensed Software, Interfaces, Hardware. Fees for the Licensed Software, Interfaces and Hardware provided by Orchard shall be set forth in the applicable SOW(s). Orchard shall invoice Licensee in accordance with the schedule detailed in the applicable SOW.

B. Fees for Services. Fees for installation, training, support and maintenance, cloud services and any other professional services agreed by the Parties and provided by Orchard shall be set forth in the applicable SOW(s). Orchard shall invoice Licensee for the Services provided at the rates set forth in, and in accordance with the payment schedule detailed in the applicable SOW. Any request to increase the number of estimated hours or not to exceed hours, or to change any due dates shall require the mutual written agreement of the Parties.

C. Invoices. Unless otherwise set forth in an Ordering Document, all undisputed invoices shall be due and payable within thirty (30) days after receipt by Licensee. All invoices will provide details as to charges and will include documentation, if applicable. Licensee shall pay for travel or related expenses incurred by Orchard as specified in an Ordering Document and pursuant to Orchard's travel policy attached as Attachment A. If an invoice is disputed in good faith, the Parties shall resolve such dispute in accordance with Section 15..

D. Taxes. All pricing and fees under this Agreement are exclusive of taxes. Licensee is responsible for all sales tax, use tax, value-added taxes, and all other taxes under this Agreement. If Licensee is a tax-exempt entity, Licensee shall provide Orchard with a correct copy of Licensee's tax-exempt certification, upon request. Orchard may gross up any fees if any withholding prevents Orchard from receiving the amount otherwise due to Orchard hereunder.

4. Products.

A. Licensed Software. In consideration of Licensee's payment of the relevant license fees to Orchard, Orchard grants to Licensee a non-exclusive, non-transferable right to access and use the Licensed Software and Documentation listed in an SOW pursuant to the specific terms set forth therein, for Licensee's internal business purposes. Licensed Software may include Orchard's proprietary software and third-party software programs. Orchard and its licensor shall own and retain all ownership and intellectual property rights in and to the Licensed Software and Documentation. Licensee shall not remove any proprietary notices or markings from the Licensed Software or Documentation. Licensee shall not decompile, reverse engineer, reverse compile or disassemble the Licensed Software, or otherwise make any attempt to access the source code for the Licensed Software without the prior written consent of Orchard. Licensee shall not copy, reproduce, distribute, resell, sublicense, or otherwise disseminate the Licensed Software or any portion thereof.

a. Licensee's authorized users of the Licensed Software shall not exceed the maximum number of users set forth in the relevant SOW. Licensee shall be solely responsible for use of the Licensed Software by authorized users and for authorized users' compliance with the terms of this Agreement. Licensee will promptly notify Orchard of any suspected or alleged violation of this Agreement by any authorized user.

b. Reports generally available through the Licensed Software are included within the license and not subject to additional fees. Customized reports require professional services, which shall be agreed upon by the Parties in an SOW. The format of customized reports generated by the Licensed Software shall be determined by mutual agreement of the Parties. Licensee shall be solely responsible for all content and design specifications that Licensee provides related to customized reports (the "Licensee Report Information") and shall indemnify Orchard for any third-party claims arising from or related to the Licensee Report Information pursuant to Section 8. For clarity, Orchard has the right to create report formats that are similar to customized report formats requested by Licensee, for use by other Orchard customers. If Licensee makes or has made any modifications to Orchard implemented customized reports or queries without prior approval from Orchard, then Orchard shall have no maintenance or support obligations with respect to such modified reports or queries.

c. Licensee shall comply with all applicable laws, rules, and regulations in connection with its use of the Licensed Software, including but not limited to laws relating to the export of technology and privacy and security laws.

d. Third-party software may be embedded in the Licensed Software, or otherwise necessary for operation of the Licensed Software in accordance with the Documentation and is included within the definition of "Licensed Software." Orchard has the right to grant, and hereby does grant to Licensee the non-exclusive, non-transferable right to use such third-party software, in executable form only, solely in connection with the Licensed Software for Licensee's internal business purposes. The third-party software is subject to the same use restrictions as set forth herein and may not be used separately or apart from the Licensed Software. Licensee shall notify Orchard immediately if Licensee learns of any unauthorized access to or use of the third-party software. If replacement of third-party software is necessary due to loss or destruction by Licensee, Licensee shall be solely responsible for replacement costs.

e. Licensee shall have the right to copy and use the Documentation solely in connection with Licensee's use of the Licensed Software. Licensee may excerpt and post Documentation on an intranet website for instruction and reference purposes only.

B. Interfaces. In consideration of Licensee's payment of the relevant fees to Orchard, Orchard shall provide the Interfaces listed in an SOW to Licensee on a non-exclusive basis, for use with the Licensed Software. Licensee shall be responsible for ensuring that each instrument, imaging system, or other laboratory or information system to be interfaced is installed, ready to interface, and has all necessary software and input/output ports in good working order for interfacing with the Licensed Software. Orchard is not responsible for limitations of Licensee's or other vendors' computer system, reference laboratory equipment and API or integration specifications.

a. Licensee is solely responsible for all costs and expenses of other vendors for non-Orchard portions of an interface.

b. Licensee is solely responsible for obtaining the cooperation and participation of all other vendors in accordance with the installation schedule. Orchard shall not be responsible for delays attributable to Licensee or other vendors, and all Services hours incurred by Orchard shall be payable by Licensee unless a delay is attributable to Orchard.

c. If Licensee makes or has made any modifications to Orchard implemented interfaces without prior approval from Orchard, then Orchard shall have no maintenance or support obligations with respect to such modified interfaces.

C. Hardware. In consideration of Licensee's payment of the relevant fees to Orchard, Orchard shall provide the Hardware listed in an SOW to Licensee. All other hardware and operating systems shall be the sole responsibility of Licensee. Upon Licensee's request, Orchard will provide the hardware and software requirements. Licensee is responsible for ensuring that it conforms to the hardware and software requirements provided by Orchard.

a. Licensee is responsible for providing and maintaining network connectivity, secure physical links, access to network infrastructure, dedicated data lines, and terminating hardware.

b. Licensee is responsible for SSL certificates and VPN deployments, if necessary.

D. Services. In consideration of Licensee's payment of the relevant fees to Orchard, Orchard shall provide the Services listed in an SOW to Licensee. Services may include, but are not limited to, installation, training, support and maintenance, cloud services and integration of the Licensed Software. The Services may be provided by Orchard or by its contractors.

a. Installation and training services will be provided pursuant to a project plan mutually agreed upon by the Parties (the "Project Plan") within the timeframe established in the applicable SOW. Additionally, Orchard shall furnish an Implementation Scope of Work (the "ISOW") and the Parties shall develop a detailed Scope Statement, which together with the Project Plan, shall serve as the coordination documents for the installation project including outlining roles and responsibilities.

b. Licensee shall assign a Project Sponsor and a Project Manager in addition to the other Licensee resource requirements, which will be outlined in the ISOW.

c. Installation and training services may not be provided on contiguous timeframes and are subject to the hours purchased and schedules set forth in an ISOW and Project Plan. Changes to the timeframes, schedules or project requirements will follow the change control process as outlined in the ISOW, including the associated fees. Project delays caused by Licensee are subject to a rebooking fee not to exceed fifteen (15) percent of the total implementation service fees. Licensee understands that the project may be further delayed if resources are not available at Licensee's desired restart.

d. Orchard will provide support and maintenance services for the Licensed Software in accordance with the standards set forth in Attachment B. Support and Maintenance Services will only be available for the then-current version and the immediately preceding two (2) versions of the Licensed Software. Support and maintenance Services include all general release upgrades of the Licensed Software.

e. To the extent identified in an SOW, Orchard or its provider will provide Cloud Services for the term set forth in the SOW. The Cloud Services will be provided in strict compliance with the terms set forth in the Service Level Agreement attached as Attachment C and incorporated herein (the "SLA").

5. Confidential Information. In performing the obligations under this Agreement:

A. Orchard and Licensee may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. Orchard and Licensee agree that they will use the Confidential Information of the other Party only as necessary to perform their respective obligations under this Agreement, and that they will not disclose to any third-party any Confidential Information of the other Party without the other Party's prior written consent. Orchard and Licensee shall only make the Confidential Information of the other Party available to its employees, attorneys or other professionals or consultants hired by such Party in the ordinary course, on a need-to-know basis, and agree to take all appropriate action by instruction or agreement with such individuals to satisfy the obligations under this Section 5. Each Party agrees to safeguard the other Party's Confidential Information and to use not less than commercially reasonable means to protect such Confidential Information, which means shall be no less than what the receiving Party shall use to protect its own Confidential Information. In addition, Orchard agrees to comply with all privacy and security protocols, guidelines or standards as promulgated from time to time during the term under the Health Insurance Portability and Accountability Act of 1996 and its related regulations (45 CFR Part 160 and 164) ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations ("HITECH"), or other similar government regulation.

B. For purposes of this Agreement, "Confidential Information" shall mean any and all proprietary information, employee or patient records or information including Protected Health Information ("PHI") as defined in HIPAA, Licensee's data, software code, reports, metrics, analyses, technical or business requirements, infrastructure, future products, future acquisitions, purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information which is not generally known to, or readily ascertainable by proper means, by the public, or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either Orchard or Licensee. Confidential Information shall also include any combination of Confidential Information

with any one or more of the following data elements, when either the information or the data element is not encrypted, or encrypted with an encryption key that has also been acquired: (i) social security number; (ii) driver's license number or non-driver identification card number; or (iii) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account (collectively, "Private Information"). Private Information does not include publicly available information which is lawfully made available to the general public from federal, state, or local government records.

C. The provisions of this Section 5 will not apply to information (i) developed by the receiving Party without the use of or access to the disclosing Party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving Party by a third-party not required to maintain its confidentiality; or (iv) that is already known to the receiving Party at the time of disclosure. The exceptions of this sub-section (C) shall not apply to PHI.

D. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose the Confidential Information, provided, that the other Party is promptly notified in writing of such disclosure and given an opportunity to challenge such request.

6. Orchard Warranties. The warranties set forth below constitute the only warranties made by Orchard, and are in lieu of all other warranties, express or implied. ORCHARD EXPRESSLY DISCLAIMS AND Licensee EXPRESSLY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ORCHARD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED SOFTWARE CAN OR WILL BE CORRECTED.

A. Licensed Software Warranty. Orchard warrants that the Licensed Software will, for a period of ninety (90) days following completion of installation (the "Warranty Period"), conform to, perform, and function as described in the Documentation. If, during the Warranty Period, the Licensed Software does not perform or function as described in the Documentation, Orchard shall promptly correct such non-conformity at no cost to Licensee. Orchard will pass through to Licensee any warranties provided to Orchard for the third-party software included in the Licensed Software. To the extent that Orchard may not assign such warranties, Orchard makes to Licensee the same warranties as the third-party makes to Orchard and Orchard will enforce such warranties on Licensee's behalf.

If any modifications, additions or alterations of any kind or nature are made to the Licensed Software by Licensee or anyone acting with the consent of or under the direction of Licensee and without express written consent of Orchard, all warranties with respect to the Licensed Software shall immediately terminate and Orchard will have no further warranty obligation or liability to Licensee with respect to the Licensed Software.

B. Hardware Warranty. Orchard will pass through to Licensee any warranties provided to Orchard for the Hardware provided by Orchard. To the extent that Orchard may not assign such warranties, Orchard makes to Licensee the same warranties as the third-party makes to Orchard and Orchard will enforce such warranties on Licensee's behalf.

C. Services Warranty. Orchard warrants that Services will be performed in a professional workman-like manner, by personnel with appropriate skills, experience and expertise, and that Orchard shall perform the Services in conformance with the requirements of this Agreement and any SOW. Licensee will notify Orchard of an alleged breach within a reasonable time after the Service is performed, and Licensee's sole remedy shall be for Orchard to promptly re-perform any Service that is in breach of this warranty at no cost to Licensee.

With respect to the Cloud Services, Orchard warrants that the Cloud Services will substantially conform in all material respects with the SLA, and Orchard (or its providers) will correct any failure to meet the SLA in accordance with its terms. The foregoing and as described in the SLA will be Orchard's (and its providers') sole liability with regard to failure of the Cloud Services to meet the criteria set forth in the SLA.

D. Data Security Warranty. The Parties acknowledge that HIPAA requires the implementation of measures to protect the security of electronic protected health information that may be maintained or transmitted by the Licensed Software. Orchard warrants that, at no additional cost to the Licensee, the Licensed Software will support all technical security features required by HIPAA's security regulations, including, without limitation, unique user identification, emergency access procedures, automatic logoffs, encryption, decryption, audit controls, and authentication mechanisms. Orchard warrants that it shall maintain the Licensed Software in accordance with industry best practices with regard to security and privacy protection. Without limiting the foregoing, Licensee acknowledges and agrees that Licensee plays a significant role in maintaining the security and confidentiality of data created, collected and used in conjunction with the Products. The Licensed Software include various security options, and Licensee is solely responsible for the level of security that Licensee chooses. Licensee agrees that it has carefully reviewed the security levels available for the Licensed Software and has determined that the security levels chosen by Licensee are sufficient and reasonable.

E. Third-party Products. Orchard warrants that it has the right to license any and all third-party products included in the Licensed Software.

7. Licensee Warranties. Licensee represents and warrants that all data, information and other content and materials that is provided to Orchard by Licensee or processed by Licensee through Licensee's use of the Licensed Software and Services ("Licensee Data"), and the Licensee Report Information: (i) is owned by Licensee, or Licensee has the full right to provide the Licensee Data to Orchard; (ii) does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right; (iii) does not violate any person's right of privacy or publicity; and (iv) does not contain any unlawful material. Licensee is solely responsible for the accuracy and sufficiency of the Licensee Data and acknowledges that Orchard has no responsibility or intent to review or monitor any Licensee Data.

8. Indemnification. Orchard shall defend, indemnify and hold harmless, Licensee and its directors, officers, employees and agents (each, a "Licensee Indemnified Party"), from and against claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") that a Licensee Indemnified Party incurs or becomes liable for arising from: (i) actual or alleged infringement of any patent, trademark, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based on any code, interface, software, program, solution and/or other materials or Product furnished to Licensee by Orchard and used by Licensee as authorized herein ("IP Claims"); or (ii) any breaches by Orchard of its confidentiality obligations hereunder or under a Business Associate Agreement. If

Licensee's use of a Product is, or in Orchard's opinion is likely to be, enjoined as a result of an IP Claim, Orchard may, in its sole discretion: (a) replace or modify the Product so that it becomes non-infringing, (b) procure the right for Licensee to continue to use the Product, or (c) terminate the SOW for the Product and refund the pro-rata amount of fees paid by Licensee for the affected Product, and accept return or certification of destruction of the Product from Licensee.

Licensee shall defend, indemnify, and hold harmless, Orchard and its directors, officers, employees and agents (each, an "Orchard Indemnified Party"), from and against Losses that an Orchard Indemnified Party incurs or becomes liable for arising from: (i) Licensee's use of the Products other than as authorized by this Agreement; (ii) any breaches by Licensee of its warranties hereunder; or (ii) any breaches by Licensee of its confidentiality obligations hereunder.

The Party seeking indemnification shall: (a) notify the indemnifying Party in writing of any claim as soon as practicable upon knowledge of same, (b) give the indemnifying Party the opportunity, and full and exclusive authority, to defend, settle or participate in the defense or settlement of the claim, and (c) provide to the indemnifying Party all reasonable requested assistance (at the indemnifying Party's expense); provided, however, that the indemnifying Party shall not settle any claim in a way that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent, which consent will not be unreasonably withheld. The indemnified Party may participate in the defense of any claim at its own expense, using counsel of its own choice, subject to the indemnifying Party's right to control the defense and settlement. In no event shall an indemnified Party settle any claim without the indemnifying Party's prior written approval.

9. **Limitation of Liability**. In no event shall Orchard or its licensors, PROVIDERS or CONTRACTORS be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses of any kind, including but not limited to, loss of data OR COST OF RECREATING LOST DATA, interruption of service, loss of use, loss of business, lost profits or lost revenue, in connection with this Agreement, regardless of the form of action WHETHER ARISING IN CONTRACT OR TORT, AND even if informed of the possibility of such damages. Orchard's and its licensors', PROVIDERS' AND contractors' total and cumulative liability in connection with this Agreement shall in no event exceed the total SUPPORT AND MAINTENANCE fees paid by Licensee to Orchard in the twelve (12) months immediately preceding the event leading to the liability or $200,000.00, whichever is greater. For clarification, this Limitation of Liability is applicable to the entire Contract absent section 8's indemnification obligations.

10. **Compliance with Disclosure Law**. Orchard agrees that until the expiration of four (4) years after furnishing Products pursuant to this Agreement, Orchard shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Orchard that are necessary to verify the nature and extent of the costs charged to Licensee. Orchard further agrees that if Orchard carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, the books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

11. **Licensee Data**. As between Orchard and Licensee, Licensee Data and all associated intellectual property rights shall remain the property of Licensee. For clarity, Licensee Data includes output from the Licensed Software containing Licensee Data, but does not include the organization,

structure, and format of Licensed Software output, which are owned by Orchard.

Licensee grants Orchard the right to: (i) use Licensee Data to provide services to Licensee under this Agreement; and (ii) use Licensee Data to create aggregated data and statistical data, all of which is de-identified (the "Aggregated Data"). So long as the Aggregated Data is not associated with Licensee or any individual, and is not capable of being reverse engineered to be associated with Licensee or any individual, then the Aggregated Data shall be owned by Orchard and may be used, distributed, sold and commercialized by Orchard both during and after the term of this Agreement for any purpose, including without limitation to improve and enhance its products and services, to develop and offer new products (including analytics and benchmarking products and services), for quality control purposes, and for marketing purposes.

12. **Relationship of Parties**. Orchard and Licensee are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Orchard and Licensee. Neither Orchard nor Licensee will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13. **Assignment of Agreement**. This Agreement may not be assigned, in whole or in part, by Licensee without Orchard's prior written consent, except to an entity that acquires all or substantially all of Licensee's business whether by sale of assets, sale of stock, merger or otherwise. Any other purported assignment without Orchard's consent shall be null and void. Orchard may assign the Agreement, in whole or in part, without Licensee's consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

14. **Notices**. Any notice or other communication by either Party to the other will be in writing and will be deemed to have been given upon receipt when hand delivered or sent by nationally recognized overnight delivery service, or three (3) days after mailing, postage prepaid, registered, or certified mail, addressed as follows:

If to Orchard:	If to **Licensee**:
Orchard Software Corporation Attn: Legal 701 Congressional Boulevard Suite 360 Carmel, IN 46032	To the address as stated on the first page of this Contract.
with a copy to:	with a copy to:
Bose McKinney & Evans LLP Attn: Jennifer Day 111 Monument Circle, Suite 2700 Indianapolis, IN 46204 jday@boselaw.com	

or to such other address as either Party may designate by notice pursuant to this Section 14.

15. Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

16. No Waiver. The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any other right hereunder.

17. Survival. All provisions which by their nature are intended to survive termination or expiration of this Agreement, including but not limited to confidentiality, warranty, indemnification, limitation of liability, compliance with disclosure law, shall survive termination of this Agreement.

18. Force Majeure. Notwithstanding anything herein to the contrary, no Party hereto or its licensors, providers or contractors shall be liable for delays in performance or in delivery of its obligations pursuant to the terms of this Agreement to the extent that such delays are due to either (a) causes beyond such Party's reasonable control; (b) acts of God, acts of civil or military authority, embargo, currency restrictions, fire, strikes, accidents, floods, pandemics, epidemics, quarantine restrictions, war, riot, delays, non-availability of transportation; or (c) inability to obtain necessary labor, materials, components or manufacturing facilities through regular channels due to causes beyond its reasonable control. Any delay occasioned thereby shall not be considered a breach of this Agreement.

19. Section Headings. Section headings are for organizational and descriptive purposes only and it is the intention of the Parties that section headings shall not be used to interpret the meaning or intent of any part of this Agreement in any way.

20. Entire Agreement; Amendment. This Agreement, which includes any SOW, Exhibit or Attachment, and all documents explicitly incorporated by reference herein, constitutes the entire Agreement between the Parties, and supersedes all prior communications, whether oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may only be amended or modified by an instrument in writing, executed and delivered by the duly authorized and acting representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date

Orchard Software Corporation	County of Solano
Name: Kelly James	Name: Ian M. Goldberg
Title: Executive Director	Title: County Administrator
Date: 11/07/2025 02:39 PM EST	Date:
Signature: Kelly James	Signature:

Attachment A: Orchard Software Travel Policy

Orchard may change its travel policy at any time, and shall provide Licensee a written copy thereof, whereupon any such new or changed policy shall apply.

General Guidelines:

- Any travel must be agreed to in advance by Orchard and Licensee.
- All allowable expenses must be accompanied by receipts. Local Travel:
- Use of personal auto for travel to/from a meeting will be reimbursed at the current IRS allowable rate per mile based on the miles traveled round-trip (with documentation of actual miles on the travel/expense report), including associated parking fees (with receipt). The current allowable rate per mile is based on the then current IRS guidelines.

Air Travel:

- Air accommodations should be made at least 14 days in advance whenever possible.
- Keep ticket voucher or boarding pass as receipt for reimbursement.
- Coach Class is required for all flights. First Class is not permitted. Lodging:
- A standard room size should be booked at all times.
- Select a reasonably priced hotel. The use of 5-star luxury properties is not permitted.
- Room service is permitted, provided there is no meal provided by Licensee.
- Obtain a receipt upon check-out.

Attachment B: Orchard Software Support and Maintenance Service Level Agreement (SLA)

Orchard provides our customers with leading industry tools including Orchard Portal access, ticket management and documentation system, access to valuable how-to knowledge articles, telephone routing to appropriate technicians and well trained and experienced support professionals.

Orchard Software provides access to the Support team 24 hours a day, 365 days a year through multiple channels. Licensees will have access to the Orchard Portal to open new cases, update existing cases, search articles, request upgrades and communicate directly with the assigned technician. Licensees can also call Orchard's toll-free number at any time and be routed directly to a technician who will document and assist with the issue.

Support Process

I. **Reporting of Errors.** Orchard will respond to requests by Licensee to assist with suspected failures of the System to conform it to its' documentation ("Errors").

II. **Notice of Errors.** Licensee agrees to provide Orchard with prompt notice of all Errors.

III. **Support Request.** There are two options for creating a ticket ("Support Request"):

a. Submit a support request through the Orchard Portal at portal.orchardsoft.com.
b. Call Orchard Support, (800) 571-5835, to have the Support Request created.

IV. Licensee will classify the Support Request based on the descriptions below:

Classification	Description
P1 - CRITICAL	➢ Any Licensed Product is down or operating in materially degraded state ➢ An error that results in catastrophic failure of any Licensed Product ➢ Issue affecting entire system or single critical production function ➢ Potential direct patient care affected ➢ Issue poses a significant, imminent risk to patient safety or privacy protection of the PHI ➢ Issue has material financial impact ➢ Database is down ➢ Multiple interfaces / workstations not connecting / down
P2 - HIGH	➢ Issue where one or more Licensed Product(s) is operating with material issues that cannot be easily circumvented ➢ An error that results in any Licensed Product being usable, subject to major restrictions on essential workflows of such Licensed Product, for which there are no workarounds ➢ Data entry or access is materially impaired on a limited basis ➢ An interface down / not connecting ➢ All label printing is down
P3 - MEDIUM	➢ A Licensed Product is operating with minor issues that can be easily circumvented ➢ Request for assistance, information, or services that are routine in nature ➢ An error that results in any Licensed Product being usable, subject to major restrictions on essential workflows of such Licensed Product, for which there are available workarounds, or an error that disables non-essential workflows, when a workaround does not exist
P4 - LOW	➢ Requests for general information

	➢ An error that results in inconveniences of any Licensed Product, which are not critical to the operation of such Licensed Product, for which there are workarounds ➢ Test environment issues

V. Orchard recommends Licensees call Orchard Support for all Critical or High-level errors. All other issues should be entered via the Orchard Portal. Requests for help with customer-specific configurations may be billable. Identified software defects are repaired on the current quarterly release and one prior.

VI. For Support Requests submitted through the Orchard Portal, Orchard will use commercially reasonable efforts to respond to the Licensee in accordance with the Licensee's support level and the times outlined below:

Silver		Portal Response Time
P1	Critical	Within 30 min
P2	High	Within 4 Hours
P3	Medium	Within 10 Hours
P4	Low	Within 24 Hours

Orchard Business Hours, Afterhours Support

VII. Orchard Support business hours are Monday – Friday 7:00 am to 7:00 pm (EST), except on company holidays.

VIII. Afterhours support is available for Critical or High Errors 24/7/365 per the following:

a. Critical or High-level Errors, Licensee should call the support phone number, (800) 571-5835, to report the issue.
b. Report all Medium/Low Issues via the Orchard Portal at portal.orchardsoft.com
c. Orchard support technician will confirm and validate the error classification.
d. Issues not meeting the criteria for a Critical or High-level Error classification will be handled during normal business hours.

Orchard Escalation Path

IX. If the need for escalation arises, the Licensee can e-mail SupportLeadership@orchardsoft.com or call 800-571-5835, press 3 and ask to speak to a Support leader.

Projects

X. Licensee is entitled to current generally available versions of licensed software. Basic upgrade services are included when upgrading from the current version or the two prior versions.

a. If version is more than two (2) versions behind the then-current generally available version, Licensee will be required to pay an additional fee quoted in a separate Statement of Work (SOW).

b. Premium Upgrade services are included in Platinum Level Support or are available to be quoted in a separate Statement of Work ("SOW")..

XI. Managed project work must be scheduled in advance and is handled by Orchard's Support Project Team. A list of current managed projects included under a Licensee's Annual Support and Maintenance Agreement are listed below. Any other projects will be quoted in a separate Statement of Work ("SOW").

- Basic Upgrades less than 2 versions behind
- Repairs
- Re-Index
- Single Migration (ODE, HL7, Workstation, Instrument, Fax, Server, Tomcat, SQL)
- System Maintenance Export/ImportsArchivesInterface Engine/Orchard Device Engine UpdateI
- Updating IP Address (EMR, EHR, Digiport servers)

Orchard Customer Resources

Orchard Software Website (Public Access) • Contacting Sales/Marketing • News and Events • Learn about the Industry	https://www.orchardsoft.com
Support Portal (Licensee Access) • Your Orchard Account Executive • Support Cases • Orchard eLearning (subscription required) • Knowledge Base Articles	portal.orchardsoft.com
Orchard Resource Central Website (Licensee Access) • Release notes • Support portal • Knowledge Base Articles	https://orc.orchardsoft.com

ANNUAL SUPPORT AND MAINTENANCE OPTIONS
Silver Level Support and Maintenance • Software upgrades • Basic Upgrade Project Package • Remote support via phone, online, or email 24/7/365 • Access to Orchard Resource Central

Attachment C: Orchard Software Cloud Services Service Level Agreement (SLA)

This Exhibit sets forth Orchard's service level commitment for the availability of Cloud Services and related services and functionality ("Availability SLA").

1. Definitions

a. "Application Environment" means the underlying layers of infrastructure and hardware assembled to support the presentation of the Licensed Software in the cloud environment. This encompasses hardware and systems software, and other systems, that support the Cloud Services delivery.

b. "Availability" means the time period that the Cloud Services or component thereof is available to Licensee to utilize for business purposes. Availability is calculated as follows (and will be rounded to up to the next one hundredth of a percentage point):

[(Base Time – Unscheduled Downtime) / (Base Time)] x 100

c. "Base Time" equals the product of the number of days in the applicable month times 24 hours times 60 minutes, subtracting Maintenance Downtime.

d. "Cloud Services" means Orchard's hosting of the Licensed Software in a cloud environment for delivery to Licensee. Cloud Services includes: (i) managing and maintaining the Application Environment; (ii) providing User Application Access; (iii) managing and maintaining the Host Interface; and (iv) providing Device Connectivity.

e. "Device Connectivity" means services and software within the Orchard cloud environment that connects the Cloud Services with on-premise devices such as vendor instruments, label printers and report printers.

f. "Host Interface" means the services and software within the Orchard cloud environment and under the Licensed Software's full control that uphold the host interface connectivity in the applicable systems.

g. "Maintenance Downtime" means the aggregate total of all minutes of maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Maintenance Downtime includes but is not limited to downtime arising from agreed support operations, Host Interface additions and modifications, and device additions and modifications.

h. "Service Packages" means minor updates to the Licensed Software, updates to connected products on Licensee's site such as instruments, printers, or systems that have been identified as root cause for reported support issues, or updates to supported software or services that pose potential risk to Orchard or Client data security.

i. "Unscheduled Downtime" means the time (in minutes) during which the Cloud Services (or component thereof) are not operational (excluding Maintenance Downtime) from Orchard's or its hosting provider's facility internet connection based on the measuring methodology documented herein.

j. "User Application Access" means access to the Licensed Software as a service and access to the Licensee data within the Licensed Software. Services that contribute to User Application Access are the combination of all individual servers running the Licensed Software

being used and all database services required to connect the application to data structures.

2. Service Level Commitments and Credits

a. Orchard will calculate and report on the following Cloud Service component health indicators monthly, and will use reasonable efforts to meet each component's Target Availability noted below:

Cloud Services Component	Target Availability
Application Environment	99.99%
User Application Access	99.95%
Host Interface	99.9%
Device Connectivity	99.9%

If the same component Target Availability above is not met for two calendar months in a row, or any three calendar months in a calendar year, then Licensee will have the right to terminate the applicable Cloud Services upon thirty (30) days written notice to Orchard.

b. Service Credits

If monthly overall Cloud Services Availability falls below the percentages in the table below, upon Licensee's request, Orchard will provide the corresponding credit listed below, to be applied against the monthly Cloud Services fee in Licensee's next invoice to account for the downtime. The appropriate credit percentage (%) is determined based on the following table and subject to the exceptions below and root cause analysis of events. Licensee acknowledges that this Section provides Licensee's sole and exclusive remedy for Orchard's failure to meet the System Availability commitment.

Availability %	Credit %
>= 99.0% and < 99.99%	5%
97.0 to 98.99%	10%
95.0 to 96.99%	15%
< 94.99 or below	50%

3. General Exceptions. Licensee shall not receive any credits under this SLA in connection with any failure or deficiency of Cloud Services Availability caused by or associated with:

- Force majeure events per Section 21 of the Agreement;
- Failure of access circuits to the Orchard network, unless such failure is caused solely by Orchard;
- Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- Licensee's acts or omissions (or acts or omissions of others engaged or authorized by Licensee), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc.), and any negligence, willful misconduct, or misuse of the Cloud Services;

- Failures due to third parties, including but not limited to HL7 Interface updates planned or unplanned by Licensee and its HL7 vendors;
- Outages elsewhere on the Internet that hinder access to Licensee's account. Orchard is not responsible for browser or DNS caching that may make the Licensed Software appear inaccessible when others can still access it. Orchard will guarantee only those areas considered under the control of Licensed Software;
- Use of a VPN or similar connection which is not exclusively within Orchard's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Orchard's control.

4. Maintenance Downtime. Orchard will use commercially reasonable efforts to perform Maintenance Downtime after regular business hours and to coordinate the timing of Maintenance Downtime with Licensee. Orchard reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions of the Cloud Services environment. The standard monthly window is every third Sunday of the month between 3AM EST and 7AM EST. The alternate window for after-hours production facilities is the third Thursday of the month between 7PM EST and 11PM EST. In some cases, such as to address urgent security issues, prior notice of Maintenance Downtime is not possible. The amount of Maintenance Downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc. Licensee will cooperate and reasonably assist Orchard as needed in connection with Orchard's maintenance activity.

5. Service Packages. Orchard will inform Licensee when new Service Packages are ready to be implemented. Orchard will provide information regarding the improvements, updates, and error corrections included with each Service Package. Licensee and Orchard will work together to establish a mutually agreeable implementation schedule for the Service Packages; provided that Orchard has the right to implement Service Packages that address errors and/or security issues as soon as practicable. Orchard will perform the technical requirements needed for Licensee to use the Service Packages, at no additional charge and as part of the Cloud Services fees.

6. Scope of Use. Licensee acknowledges and agrees that Orchard may from time-to-time measure Licensee's compliance with its Licensed Software scope of use, as defined in the Statement of Work (SOW), using Orchard's system tools. Licensee further agrees that Licensee will notify Orchard promptly upon the occurrence of any action, condition, activity or change that will affect Licensee's scope of use, so that Licensee's scope of use can be reviewed. Based on the review, the pricing will be subject to change if Licensee's scope of use has changed.

7. System Stabilization Period. The System will be considered in a "System Stabilization Period" during the seventy-two (72) hour window following the first productive use and following a major system change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and the Availability SLA will not apply.

8. Infrastructure. Orchard will provide all infrastructure and system software required to deliver the Cloud Services. Orchard may utilize subservice providers, as outlined in Orchard's SOCII Type 2 reporting, at its discretion to assist in maintaining such items. Client remains solely responsible for maintaining Client's on-premise systems that house laboratory equipment and connections to the cloud environment.

9. Disaster recovery.

Orchard has adopted and will maintain commercially reasonable disaster recovery plans for the Cloud Services. Orchard places servers and other systems in the primary North American datacenters of AWS and utilizes multiple availability groups to support this SLA. Orchard will also provide disaster recovery plans for all critical products and services used by Orchard.

Disaster recovery scenarios are initiated when a system that supports the Cloud Services is deemed disabled without the possibility of repair by Orchard support operations. Disaster recovery initiation begins the restoration of the system from a previous backup in a new state environment and will generally be utilized as a last step in troubleshooting with Licensee.

Orchard will use its best commercial efforts to meet the following Recovery Time Objectives ("RTOs") and Recovery Point Objectives ("RPOs"), subject to the exceptions in Section 3 above and availability of AWS (or other provider) service platforms. A full regional failure of AWS (or other provider) service platforms will generally not be recoverable:

Component	RTO and RPO Target
Application Environment	RTO: 6 hours
User Application Access	RTO: 6 hours RPO: 15 minutes
Host Interface	RTO: 24 hours
Device Connectivity	RTO: 24 hours

Exhibit B – STATEMENT OF WORK & BUDGET DETAIL AND PAYMENT PROVISION

SOW Date:9/19/2025
Acct.: Solano County Public Health Laboratory
From: Brian ONeill
Quote #: Q-13572
Contract #04147-26
License Type: Perpetual & Cloud Services
Pricing is Valid Through 11-10-2025

Ship To :

Acct. Name: Solano County Public Health Laboratory
Street: 2201 Courage Drive, MS 9-200
City, State, Zip: Fairfield, California, 94533
Contact Name: Gul Khan

Bill To :

Acct. Name: Solano County Public Health Laboratory
Street: 2201 Courage Drive, MS 9-200
City, State, Zip: Fairfield, California, 94533
Contact Name:

Licensed Software

Product Name	Quantity	List Price	Discount	Net Price
Orchard Enterprise User License	13	$9,500.00	40%	$74,100.00
Orchard Enterprise Microbiology Access License	1	$48,500.00	40%	$29,100.00
Orchard Enterprise Lab Access License - First Site	1	$99,500.00	30%	$69,650.00

Subtotal: $172,850.00

Interfaces

Product Name	Quantity	List Price	Discount	Net Price
Instrument Interface *(BD Max)*	1	$6,600.00	50%	$3,300.00
Instrument Interface *(GeneXpert XVI)*	1	$8,500.00	50%	$4,250.00
Instrument Interface *(VITEK 2 COMPACT)*	1	$8,500.00	50%	$4,250.00
Instrument Interface *(Inuvion ICS-)*	1	$8,500.00	50%	$4,250.00
ELR 2.5.1 Results Interface (*NSYMPHL REPORTING)*	1	$9,500.00	50%	$4,750.00
Billing System Interface *(TBD SYSTEM)*	1	$10,950.00	100%	$0.00

Subtotal: $20,800.00

Training				
Product Name	**Quantity**	**List Price**	**Discount**	**Net Price**
Lab Administration - Orchard Enterprise Lab - 3 days	3	$6,300.00	N/A	$18,900.00
Lab Administration - Orchard Enterprise Lab Microbiology Module - 1 day	3	$2,100.00	N/A	$6,300.00
eLearning - 1-Year Subscription	3	$400.00	N/A	$1,200.00
System Administration - Orchard Enterprise Solutions - 3 days	2	$6,300.00	N/A	$12,600.00

Subtotal: $39,000.00

Services				
Product Name	**Quantity**	**List Price**	**Discount**	**Net Price**
Professional Services - Business Hours	307	$300.00	N/A	$92,100.00

Subtotal: $92,100.00

TOTAL SYSTEM FEES: $324,750.00

Cloud Services				
Product Name	**Quantity**	**List Price**	**Discount**	**Net Price**
Cloud Services Initial Setup Fee	1	$12,500.00	N/A	$12,500.00
Cloud Services Annual Service Fee	1	$60,000.00	N/A	$60,000.00

CLOUD SERVICES INITIAL SETUP FEE: $12,500.00
ANNUAL CLOUD SERVICES FEES: $60,000.00

Support & Maintenance Services				
Product Name	**Quantity**	**List Price**	**Discount**	**Net Price**
Silver Support	1	$52,720.00	N/A	$52,720.00

ANNUAL SUPPORT & MAINTENANCE SERVICES FEES: $52,720.00

Products & Services Details:

This Statement of Work supplements the Orchard® Laboratory Software ("System") and is executed pursuant to and governed by the County of Solano Standard Contract # 04147-26 between Orchard and Licensee. The System includes 50 Orchard Outreach User Licenses which were previously purchased.

This SOW incorporates the addition of the deliverables purchase outlined herein, along with the existing EMR Ochin EPIC Orders & Results Interface, ELR 2.5.1 CalRedie Interface, and the LabCorp and BioReference Lab Reference Lab Interfaces to be ordered under separate SOWs, and is subject to Orchard Software Corporation Products & Services Details, which are included as Attachment D.

Payment Terms

PAYMENT TERMS PER THE SCHEDULE BELOW:

Year 1

- *System Fees: $108,250.00*
- *One Time Cloud Services: $12,500.00*
- *Cloud Services Annual Fee: $60,000.00*

❖ *For clarification the Licensee's pre-paid Support and Maintenance is valid through June 30, 2026.*

➢ **Year 1 Total: $180,750.00 plus any applicable taxes, will be due with MSA.**

Year 2

- *System Fees: $108,250.00*
- *Cloud Services Annual Fee: $60,000.00*
- *Sliver Level Support and Maintenance: $52,720.00*

➢ **Year 2 Total: $220,970.00, plus applicable taxes, will be due 12 months following the execution of the MSA.**

Year 3

- *System Fees: $108,250.00*
- *Cloud Services Annual Fee: $60,000.00*
- *Sliver Level Support and Maintenance: $52,720.00*

➢ **Year 3 Total: $220,970.00, plus applicable taxes, will be due 24 months following the execution of the MSA which will complete the payments of the Total System Fees and the Initial Term of the Support & Maintenance Services and Cloud Services.**

Additional Terms

- Following the Initial Term of three (3) years, the Cloud Services will automatically renew annually at the proposed rate subject to an annual increase, unless the Licensee notifies Orchard, in writing, 90 days prior to the renewal date.
- Following the Initial Term of two (2) years, the Support and Maintenance Services will automatically renew annually at the proposed rate subject to an annual increase, unless the Licensee notifies Orchard, in writing, 90 days prior to the renewal date.
- All travel expenses related to this MSA and iSOW will be invoiced separately based on Orchard's Travel Policy as outlined in Attachment A.

IN WITNESS WHEREOF, the Parties have executed this MSA by their duly authorized representatives as of the Effective Date.

Attachment D: Orchard Products & Services Additional Details

ORCHARD SOFTWARE PRODUCTS

Software Products	Details
Application Licensing: **Orchard Enterprise** *(This is an overarching license needed with any of the Orchard Access Licenses. It is sometimes referred to as Enterprise AdminCenter)*	• Includes Application License(s) including backup and test environment. • Includes digital technical help reference. • Upgrades are provided by Orchard per the terms of the Licensee's current annual support agreement, versioning standard of current -2 version maintained by Orchard, withoutthe Licensee's request.
Authorized User Licenses: **Orchard Enterprise Enterprise Lab**	• Licenses operate on a concurrent basis.
Access Licenses: **Orchard Enterprise Lab** *(Site Licenses)*	• Licenses required for each lab location.
Module Licenses: **Orchard Enterprise Microbiology Access License**	• System Version – Licensee must be running the most recent release of Orchard System, or at minimum the product version listed herein for Module functionality as of that version. *(Only Applicable for Orchard current clients.)* • Upgrades are provided by Orchard per the terms of the Licensee's current annual support agreement, per the Licensee's request.

ORCHARD INTERFACE SERVICES

Interface Services	Details
Instrument Interfaces **Configuration** **Transfer** **Bi-directional** **Uni-directional**	• Laboratory instruments will be interfaced to their capabilities (unidirectional, bi- directional, host query, or not at all). Does not include automation line or middleware integration. • All work is to be completed remotely, unless outlined in an ISOW / Project Plan. • If requested, includes configuration of a secondary interface for correlation testing.
	• Computer to be connected must have the Orchard System loaded and an available port. If a port is not available, a serial port expansion card must be purchased. ***(*If applicable)*** • Some products require the latest version of the Orchard software, a software upgrade may be required.
Interface Services	**Details**
HL7 Interface **ELR 2.5.1 Results** **Billing**	• All work is to be completed remotely • Includes standard Mapper scripts changes required for this interface. Any scripting requests or customizations based on Licensee specific workflow, or Vendor software requirements will be quoted separately.

ORCHARD PROFESSIONAL & TRAINING SERVICES

Training Services	Details
System Administration Training • **Orchard Enterprise Solutions** **Orchard Enterprise Course List** • **Orchard Enterprise Lab Administration** • **Orchard Enterprise Microbiology**	• One virtual course for one employee per qty ordered. • Training via a virtual classroom, with digital training materials, based on Orchard's training schedule. Course length, dates, and times are listed on Orchard's website. • Must have an active Orchard eLearning subscription.
Professional	**Details**

Professional Services **Professional Services Hours** ○ **Business Hours** ○ **Weekends and Holidays**	• A specified number of hours of professional services time, which may consist of dedicated installation time that may be completed remotely or on-site as necessary to complete the project or facilitate the setup and installation of the system. • The Parties shall use commercially reasonable efforts to agree to complete the Project Plan.

ORCHARD SUPPORT & MAINTENANCE SERVICES

Support & Maintenance	Details
Silver Level Support and Maintenance	• Software upgrades • Basic Upgrade Project Package • Remote support via phone, online, or email 24/7/365 • Access to Orchard Resource Center

Attachment E: Orchard Software Project Implementation

Orchard personnel will perform the installation of the LIS application using standard operating procedures and working documents following Orchard's implementation methodology and prescriptive approach. Orchard will assign a project manager to identify key tasks and milestones for the implementation. The Orchard project manager is the key point of contact throughout the system implementation. Orchard and the client both agree to professionally manage the project implementation. A successful implementation requires a technical installation that is integrated within your environment, aligned to your business requirements, includes training of your staff, and creation of a support environment to manage the application health, continuous optimization, and ongoing staff training.

Implementation Methodology

Orchard employs a five-phase project process to manage the overall timeline and to drive resources across the enterprise. The go-live with the new system should be a non-event because the system has been tested, validated, and accepted before it is used to process patient samples. The five phases for implementation projects are: Planning, Installation, Configuration, Validation, and Production. Each phase ends when a project Milestone is reached:

Planning Complete is achieved when the full project team is assembled, and the project scope, timeline and resources are finalized and reviewed collectively during a formal kickoff call.

Installation Complete is when the client infrastructure is prepared, VPNs are established, and the Orchard application servers are loaded with software.

Configuration Complete is reached when the system is configured to support future state workflow. Instrument and application interface unit testing is also complete.

Validation Complete is the culmination of client documentation and completion of end-to-end system validation. End users are trained, and a cutover plan is ready to facilitate a successful activation.

Production Complete milestone is when the lab is operational using Orchard LIS.

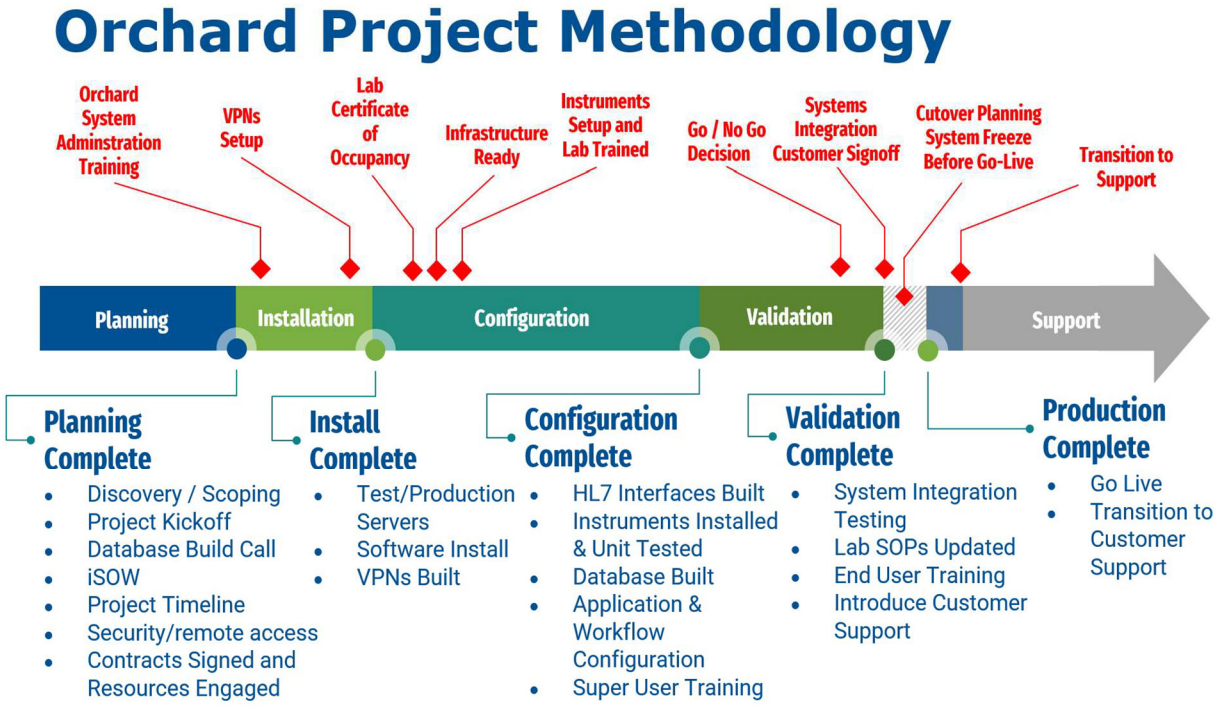

Diagram 1.0: Orchard Software Implementation Phases

Project Initiation

Laboratories desire to be nimble and engage with changes in market demand and medicine. This requires having the flexibility to implement new technologies quickly and efficiently. Time to value has never been more important than it is today. Orchard Software recognizes this need and is prepared to staff and start projects swiftly.

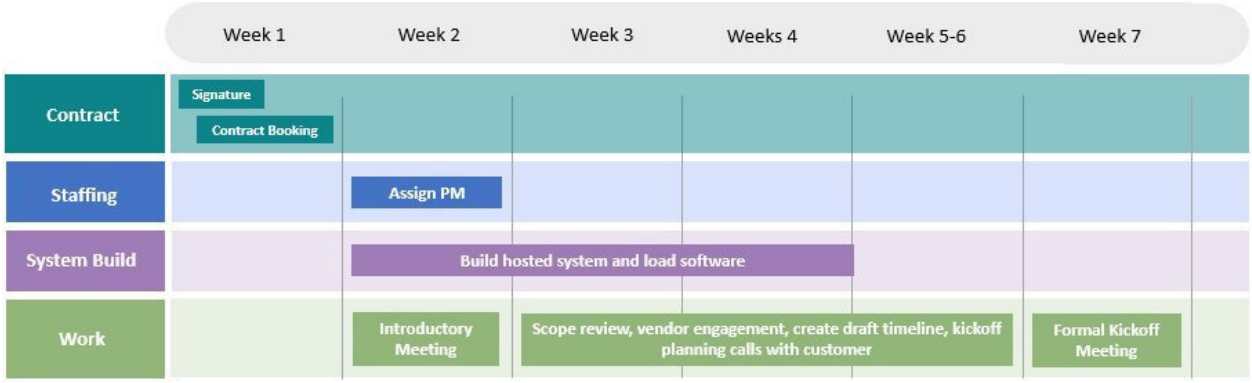

Diagram 2.0: Orchard Project Initiation

Our business is organized to assign staff and begin working with our clients within 1-2 weeks of contract signature and booking. Secondly, Orchard leverages automation and templates to rapidly deploy standardized systems in the cloud.

Project Deliverables

The following deliverables will be provided by the Orchard Software Project Manager during the implementation:

- Project Kickoff materials.
- Project work-plan and deployment methodology.
- Implementation Scope of Work (iSOW).
- Weekly status meeting agendas and minutes.
- Change control forms.

The following deliverables will be completed by the County during the implementation:

- Signed Implementation Scope of Work (iSOW) document.
- End-to-end system validation documented via the Validation Complete signoff form.
- Completion of three County feedback events.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment 30 days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than 90 calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have obtained all required approvals and have the proper authority to bind their respective entities to all certifications, terms, and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$2,000,000**	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability:	**$1,000,000**	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
(2) Professional Liability:	**$2,000,000**	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless of whether or not any insurance is applicable.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may

incur because of Contractor's failure to pay such obligations and County shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment with respect to its employees including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly relate to this Contract;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.

D. Submit verification of non-profit status, if a requirement for the award of this Contract.

E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18

U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE CERTIFICATION

By signing this Contract, Contractor certifies to the County that Contractor is knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor

certifies that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, gender identity, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, military status, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or

exchanged as a result of this Contract and shall abide by and implement its statutory requirements. State law may preempt HIPAA and Contractor must follow the most restrictive law, or both if applicable.

30. BACKGROUND SCREENING

A. If Contractor staff will have access to Personally Identifiable Information ("PII") and/or Protected Health Information ("PHI"), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities ("LEIE") and the General Services Administration ("GSA") Systems for Award Management ("SAM") screenings for all contractors and their workforce. In addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members' background screening documentation for a period of three years following the conclusion of the employment relationship.

31. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

33. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

34. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

35. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to those described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

36. DEBARMENT AND SUSPENSION CERTIFICATION

A. By signing this Contract, Contractor certifies to the County that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program or to be awarded a contract, subcontract or grant by the State; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs or to be awarded a contract, subcontract or grant by the State, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs or from being awarded a contract, subcontract or grant by the State.

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

C. This certification shall be an ongoing certification during the term of this Contract and Contractor must immediately notify the County of any change in the status of the certification set forth in this section.

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide further certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

37. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

38. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

39. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-1.

EXHIBIT D-1

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

(Orchard Software Corporation)

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

    a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

    b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been

damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:

a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.

b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

c. As required by law.

d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclose Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by

technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENTOF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, Contractor shall promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any

approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at

707-784-3198 and hss-compliance@solanocounty.gov or through the online reporting portal at https://solanocounty.cqs.symplr.com/Portal and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the County requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information in possession of subcontractors or agents of Contractor.

3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

XIV. QUALIFIED SERVICE ORGANIZATION

To the extent that Contractor is also considered a Qualified Service Organization ("QSO"), with access to protected substance abuse treatment information, this Agreement shall be considered a Qualified Services Organization Agreement as required by 42 C.F.R. Part 2, and Contractor agrees to the following:

1. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from County, Contractor is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records, 42. C.F.R. Part 2.

2. If necessary, Contractor will resist in judicial proceedings any efforts to obtain access to protected substance abuse information, including patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment, except and unless access is expressly permitted under 42 C.F.R. Part 2. (See 42 C.F.R. § 2.12(c)(4).)

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Kelly James DIGITALLY SIGNED 11/07/2025 02:39 PM EST

Contractor or Grant Recipient Signature — Date

Kelly James

Official's Name (type or print)

Executive Director — 35-1890652

Title — Federal Tax ID Number

Exhibit E - Information Security

Orchard shall, at its sole expense, implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability Solano County's data. Orchard shall provide, on an annual basis, current and complete copies of the following reports and assessments:

1. SOC 2 Type 2 Report - A Service Organization Control (SOC) 2 Type 2 report covering the relevant trust principles applicable to the services provided.

2. HIPAA, Health Insurance Portability and Accountability Act of 1996 (HIPAA) Risk Assessment. - Orchard's Security Risk Assessment Report.

3. Penetration Testing Report – An Executive Summary regarding Orchard's independent penetration testing which is completed annually.

Orchard shall promptly remediate any identified deficiencies, vulnerabilities, or risks and shall provide evidence of remediation to Solano County Security upon request.