

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made as of the date of the later signature below ("Effective Date") by and between RSM US LLP, an Iowa limited liability partnership, with an office at 600 University St., Suite 1100, Seattle, WA, 98101 ("RSM," "we," "us" or "our") and Solano County, with an office at 675 Texas St, Suite 3700, Fairfield, CA 94533 ("Client," "you" or "your"). This Agreement will serve as the master agreement for the provision of all Services (defined below) to Client by RSM during the Term (defined below). RSM and Client are also individually referred to herein as a "Party" and together as the "Parties." This Agreement includes this Cover Sheet, the Terms and Conditions, all Exhibits, all Statements of Work included herein or issued hereunder, and any and all attached or incorporated policies, schedules and/or other documents.

TERMS AND CONDITIONS

1. The Services

1.1. Scope.

1.1.1. Statement(s) of Work. RSM will furnish to Client the services ("Services") described in separately executed statements of work ("Statement(s) of Work"), which refer to and incorporate the terms of this Agreement. Each Statement of Work will specify (i) the specific Services to be furnished by RSM; (ii) client-specific deliverables, if any, (the "Client Deliverables"); (iii) a description of features and specifications of the Client Deliverables resulting from such Services; (iv) a description of any actions, input or obligations of Client upon which RSM's performance of the Services is dependent; (v) a mutually agreed upon performance schedule relating to such Services; (vi) the applicable Fees (as defined in Section 3.1) and payment terms related thereto; (vii) applicable acceptance testing and criteria; and (viii) any other applicable terms and conditions. In each Statement of Work, each Party will designate a "Project Manager/Lead" who will be the principal point of contact between the Parties for all matters relating to the Services provided under such Statement of Work. The Parties may change

the designated "Project Manager/Lead" upon written notice to the other Party.

1.1.2. Conflict in Terms. In the event of a conflict between these terms and a term set forth in an attached or incorporated Statement of Work, policy, schedule or any other document (including purchase orders, invoices and checks), the term set forth in these terms will control unless the conflicting term specifically references the inconsistent term and the Parties have mutually agreed to such conflicting term and executed such other document, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.

1.2. Timetable. Each Party will use commercially reasonable efforts to adhere to the timetable set forth in the applicable description of Services. Each Party will promptly notify the other Party of any circumstances that may reasonably be anticipated or of which it becomes aware that may lead to a material delay.

1.3. Change Orders. Client may request, or RSM may recommend, additional services or modifications to the requested Services by delivering a written change order request to the

other Party. RSM will determine the cost and/or schedule impact, if any, of the requested or recommended change, and memorialize this in a written proposal delivered to Client ("Change Order"). Each Change Order will be effective when signed by both Parties. RSM will not be obligated to perform the requested changes unless (i) the Parties agree on the terms of a Change Order and (ii) the applicable Change Order has been executed by the Parties. Notwithstanding the requirement for signature in this paragraph, Change Orders communicated by email correspondence will be deemed effective if (i) the communication clearly references that the message is intended to constitute a Change Order; and (ii) the communication is clearly or unequivocally confirmed by individuals in writing or via email with the authority to execute a written Change Order for each Party. Significant additional projects will be the subject of mutually agreed, separately executed Statements of Work.

1.4. Use of Subcontractors.

1.4.1. RSM may, in its sole discretion and with Client's prior consent, retain qualified third parties and service providers ("Third-Party Contractor(s)"), or Affiliates (as defined in Section 1.6) of RSM, including related entities to furnish services to it in connection with its Services. Third-Party Contractors and Affiliates of RSM may be collectively referred to herein as "Subcontractors."

1.4.2. RSM will be responsible to Client for the performance of its Subcontractors solely as related to their services performed under this Agreement subject to the limitations set forth herein. Notwithstanding the foregoing, nothing in this Agreement shall be construed to create the relationship of principal and agent, employer and

employee, partners or joint venturers between RSM and any Subcontractor.

1.4.3. Reserved.

1.4.4. RSM understands and agrees that the confidentiality, data protection and security requirements contained in this Agreement also apply to any Subcontractors, contractors, temporary employees or other third parties who may receive access to any personal data or any other confidential or proprietary information from RSM under this Agreement. RSM may share Confidential Information (as defined in Section 9.2) (including this Agreement) with Subcontractors on the same basis as RSM would be permitted to share information with RSM partners, principals and employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of Confidential Information as the confidentiality terms set forth herein. Client acknowledges and agrees that RSM's use of Subcontractors may involve the movement and storage of Client Materials and data outside of the RSM technology infrastructure.

1.5. Client Responsibilities.

1.5.1. Client shall be responsible for cooperating with RSM in its provision of the Services as set forth in each Statement of Work. Without limiting the generality of the foregoing, in connection with the performance of the Services, Client shall:

1.5.1.1. assign a Client Project Manager for each specific Statement of Work who possesses suitable skills, knowledge and experience to oversee the Services and is granted sufficient authority from Client to make decisions regarding the Services in a timely manner, and maintain the levels of sufficiently skilled staffing to undertake

the Client responsibilities contemplated by a Statement of Work, including staffing levels sufficient to accept responsibility for system operations following completion of systems implementation services and transition to Client management of such systems;

1.5.1.2. evaluate the adequacy and results of the Services in accordance with the timetable(s) set forth in the applicable Statement(s) of Work, and with the acceptance testing process specified therein, or as provided in Section 2, if not specified in the applicable Statement(s) of Work, subject to any warranty obligations contained herein;

1.5.1.3. ensure that Client's Project Manager and other appropriate personnel shall participate in regular project status and assessment meetings with the RSM Project Manager or other RSM designee, and if applicable, in accordance with a schedule specified in the applicable Statement of Work;

1.5.1.4. provide or assist in gaining access to personnel, staff, premises, computer systems, and applications as reasonably required by RSM to perform the Services;

1.5.1.5. make all management decisions and perform all management functions, including retaining all authority and responsibility for making any decisions based upon RSM advice;

1.5.1.6. designate an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee such Services;

1.5.1.7. evaluate the adequacy and results of the Services performed;

1.5.1.8. accept responsibility for the results of the Services; and

1.5.1.9. establish and maintain internal controls, including monitoring ongoing activities.

1.5.2. RSM will not perform any management functions, make management decisions, and, except as explicitly provided in an applicable Statement of Work, perform in a capacity equivalent to that of Client's personnel.

1.5.3. For any internal audit or Sarbanes-Oxley Act related services, Client's management acknowledges its responsibility for (i) establishing and maintaining effective internal control over financial reporting and safeguarding assets, (ii) identifying and ensuring that Client complies with the requirements of the Sarbanes-Oxley Act and other Laws applicable to Client's activities, (iii) informing RSM of all significant deficiencies and material weaknesses in internal controls of which Client has knowledge, and (iv) making all financial records and related information, including existing internal control documentation and management's evaluation of design and operating effectiveness, available to RSM.

1.6. Affiliates. This Agreement may be extended to any Affiliate of Client, under the same terms and conditions of this Agreement; in which case the term "Client" shall include any Affiliate of Client that executes any Statement(s) of Work (a "Participating Affiliate"). "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a Party to this Agreement. For the purposes of this Section 1.6, "control" means (i) in the case of corporate entities, direct or indirect ownership of greater than fifty percent (50%) of the stock or shares entitled to vote for the election of the board of

directors or other governing body of the entity and (ii) in the case of non-corporate entities, direct or indirect ownership of greater than fifty percent (50%) of the equity interest. By virtue of its execution of any Statement of Work, a Participating Affiliate shall be deemed to have accepted all terms and conditions of this Agreement. Notwithstanding any disclosure of Client Confidential Information in accordance with Section 9.1, neither this Agreement nor any Statement of Work will create any client relationship between RSM and (i) any natural person or (ii) any entity other than a Participating Affiliate.

1.7. Use of Provisions, Terms and Conditions by Other Public Agencies. RSM and Client agree that the terms of this Agreement 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 and terms of this Agreement to contract for equipment and services comparable to Services provided under this Agreement shall be responsible for entering into its Statement of Work with RSM, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. Client is not responsible for providing to any other public agency any documentation relating this Agreement or its implementation. Any public agency that uses provisions, terms, or conditions of this Agreement shall by virtue of doing so be deemed to indemnify and hold harmless Client from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Agreement. Client makes no guarantee of usage by other users of this Agreement nor shall the Client 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 RSM.

1.8. Training: Support and Maintenance. To the extent and pursuant to the terms (including applicable hourly fees and other financial terms) set forth in an applicable Statement of Work, RSM shall provide Client with training on the use and operation of the Services and any Deliverables and shall provide any support and maintenance services as specified therein.

1.9. Access to Client Network. In providing the Services, RSM may from time to time need to test, access, or use the Client's systems, applications, or hardware ("Client Network"). Client shall provide RSM with a copy of its safety, security, and facilities policies that are applicable to the use of and access to the Client Network and RSM shall abide by such communicated policies as appropriate under the circumstances. If compliance with such policies would in any way prevent RSM from performing as set forth in an applicable Statement of Work or would impair such performance, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement of Work will be modified to excuse RSM's performance of the affected Services. Client will reimburse RSM for its actual costs incurred if adherence to such policies requested or required by Client increases RSM's costs of providing the Services.

2. Acceptance Testing

2.1. Acceptance Tests. If applicable, upon delivery by RSM of the Client Deliverables, Client shall be responsible for conducting acceptance tests to verify that such Client Deliverables

substantially conform to the specifications set forth in the applicable Statement of Work. Client acknowledges and agrees that the development, implementation and integration of business software systems is inherently not error-free and that corrections, "bugs" and defects arising prior to or subsequent to deployment are common. Unless otherwise specified in a Statement of Work, the acceptance testing process shall be subject to the process set forth in this Section 2. Acceptance of the Client Deliverables by Client shall not unreasonably be withheld and will be deemed to occur on any of the following: (i) in the case of business software systems, Client's determination that its testing procedures have validated the Client Deliverables and that the system is ready for live production status; (ii) Client uses the Client Deliverables or any part or component thereof for purposes other than acceptance testing; (iii) fifteen (15) days have elapsed from the date of delivery or installation without Client having provided RSM written notice of a failure of the Client Deliverables to conform to the specifications set forth in the Statement of Work (such fifteen-day (15-day) period constituting the "Initial Test Period"); or (iv) Client has notified RSM in writing that it has accepted the Client Deliverables.

2.2. Notice of Nonconformities. If Client discovers a failure of any of the Client Deliverables to conform to the applicable specifications set forth in the Statement of Work ("Nonconformity"), Client will deliver a written notice specifying each Nonconformity in reasonable detail (a "Nonconformity Notice") to RSM on or before the expiration of the Initial Test Period.

2.3. Corrective Action. To the extent arising from RSM Services, RSM will correct the Nonconformities stated in the Nonconformity Solano Contract 03910-20

Notice within a reasonable period of time with the costs of such corrective action subject to the terms of the applicable Statement of Work. To the extent a Nonconformity arises from the underlying design, operation, performance or scalability of a Third-Party Product (as defined in Section 5.1), RSM will use commercially reasonable efforts to work with the Vendor (as defined in Section 5.3) of such Third-Party Product to assist in Vendor's resolution with the fees for such assistance at the rates established in the applicable Statement of Work. After RSM and/or Vendor, as the case may be, makes such corrections to the nonconforming Client Deliverables and makes such Client Deliverables available to Client for acceptance, Client will have five (5) business days to retest the Client Deliverables. If any Nonconformities remain, the process stated above will be repeated.

2.4. Delivery. If applicable, upon the completion and acceptance of a Client Deliverable that requires the provision to Client of access to computer code, RSM will deliver a copy of the applicable computer code and any applicable documentation to Client (or to Client's designated hosting provider) as specified in the Statement of Work.

3. Compensation

3.1. Fees. Unless otherwise agreed upon in the applicable Statement of Work, fees for the Services described in this Agreement and any applicable Statement of Work ("Fees") will be based upon actual time, plus travel time at RSM's standard rates in effect at the time the Services are rendered.

3.2. Expenses. The Parties agree that RSM will not include any charges for expenses within

its invoices for Services provided under this Agreement.

3.3. Taxes. The Fees set forth herein are exclusive of taxes. Client will be responsible for, and agrees to pay, all sales, use, value added, personal property, or similar taxes, tariffs or government charges excepting taxes based on the income of RSM (collectively, "Taxes").

3.4. Payment. Each month, RSM will submit an invoice to Client for its Fees, Expenses and Taxes. RSM at its discretion may invoice Client as RSM US LLP or from one of its Affiliates. Such invoices will be due and payable as soon as possible after approval of the applicable invoice, and ideally within sixty (60) days of Client's receipt of the invoice. If specified in the applicable Statement of Work or services rider, invoicing and payment for RSM's Services will be in accordance with specific schedules set forth therein. RSM will use commercially reasonable efforts to include all Expenses and Taxes on its invoices on a timely basis, but Client acknowledges and agrees that certain Expenses and Taxes may not appear upon the same invoice on which the related Fees appear.

3.5. Disputes and Remedies.

3.5.1. If Client objects to any portion of an invoice, Client will provide written notice of its objection to RSM as soon as possible, and ideally within thirty (30) days of the date it receives the applicable invoice, including a detailed description of the basis for Client's contention that any invoiced amounts are incorrect and any applicable supporting documentation. Client will be responsible for payment of the portion of the invoice that is not in dispute as soon as possible, and ideally within sixty (60) days of the date it received the applicable invoice. If Client and RSM

cannot resolve the disputed amounts within twenty (20) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to RSM as soon as possible, and ideally within thirty (30) days of such determination.

3.5.2. In the event that Client fails to pay any undisputed invoiced amounts within sixty (60) days of their due date, upon written notice to Client, RSM shall have the right to suspend or terminate its Services under any and all outstanding Statements of Work until such time as Client pays such undisputed amounts invoiced in full. RSM will not be liable for any resulting loss, damage or expense connected with such suspension including, but not limited to, any loss of information or data stored on a Third-Party Product.

3.5.3. The foregoing provisions do not limit a Party from pursuing any other rights available at Law or in equity and is in addition to, not in lieu of, a Party's termination rights under Section 8 and/or under an applicable Statement of Work.

4. Use and Ownership

4.1. Client Software and Materials. Client will supply to RSM certain content and materials as specified in the applicable Statement(s) of Work ("Client Materials") as necessary to enable RSM to perform the Services. Client will retain ownership of Client Materials. Client hereby grants to RSM solely for the purposes of providing Services hereunder, a non-exclusive, non-transferable right to use and copy for archival purposes, the Client Materials, and further, to the

extent that such materials include software, to (i) use; (ii) copy for archival purposes; (iii) modify software developed and owned by Client; and (iv) to the extent permitted by the licenses or leases with respect to the Client's third-party software, modify such software (with the software and related documentation described in these subsections (iii) and (iv) collectively, "Client Software"); provided, however, that RSM may not decompile, disassemble or otherwise reverse engineer Client's Software in any manner. Client shall, at no cost to RSM, provide RSM with access to Client's Software in the form in use by Client, as necessary solely for the purpose of enabling RSM to perform the Services. Subject to any other terms herein, RSM may sublicense to RSM's Subcontractors, the right to have access to, operate and/or modify Client Software and Client Materials as may be necessary in connection with the provision of the Services.

4.2. RSM Work Product. "RSM Work Product" means any work product authored, prepared, developed or created in connection with the Services, including, but not limited to, (i) modifications, improvements or enhancements to Client Software and Third-Party Products, and (ii) documentation, reports, advice, presentations, analyses, recommendations or similar communications, training materials, computer media, and other tangible material, and ideas, concepts, know-how, and techniques related thereto.

4.3. RSM Information. RSM reserves all rights in and to all RSM Work Product, along with all proprietary works of authorship created, developed or purchased by RSM (or any third party under contract to RSM) independent of the Services provided hereunder, including without limitation, trademarks, service marks, copyrights, trade secrets, know-how, software, software

architecture, software design, generic programming codes, and segments (including reusable code, scripts and applets), methodologies, flowcharts, templates, specifications, tools, notes, programming techniques, routines, reusable objects, and similar materials, including improvements, enhancements and modifications thereto created in the course of performing the Services hereunder (collectively referred to herein together with RSM Work Product as the "RSM Information"). Except for Client license rights explicitly granted herein, all right, title, copyright and interest in the RSM Information will be and shall remain, the sole and exclusive property of RSM.

4.4. License to Client Deliverables and RSM Information. Subject to the limitations set forth herein, upon final payment for the Services in connection with an applicable Statement of Work, Client shall have a perpetual, nontransferable (except as permitted under Section 11.1), royalty-free, worldwide license, without the right to grant sublicenses (except that Client may grant sublicenses to its Participating Affiliates consistent with the license restrictions and limitations set forth herein), to use, copy and modify the Client Deliverables delivered by RSM thereunder, including the RSM Information incorporated therein or provided therewith (i) solely for the purpose of using such materials in Client's internal business and (ii) in accordance with any limitations and restrictions set forth in Client's licenses with third parties. This license to RSM Information does not entitle Client to any updates, upgrades or new versions of the RSM Information or any related support or services, unless otherwise specified by RSM in an applicable Statement of Work.

4.5. Additional Client License and Usage Rights. Client may provide third parties, including independent contractors, that it retains to host, maintain or otherwise provide services to Client in connection with its information technology, software or systems (collectively, "Authorized User(s)") access to, and the right to use, the Client Deliverables, as well as any RSM Information incorporated therein or provided therewith, but solely in furtherance of Client's use of Client Deliverables and solely for the benefit of Client or its Participating Affiliates; provided, however, prior to Client granting such Authorized Users access to, or use of, any RSM Information for the purposes set forth herein, Client shall enter into written obligations of confidentiality with such Authorized Users at least as restrictive as those contained in this Agreement and which restrict such Authorized Users from using for their benefit, or disclosing to any other person or entity, any RSM Information except as required by Law or expressly permitted under this Agreement. Client will be responsible for any unauthorized access to, or use or disclosure of, RSM Information by Client or its Affiliates or Authorized Users, or any of their respective employees, officers, directors, agents or representatives. Notwithstanding anything stated to the contrary herein, no Authorized Users shall be granted access to, or be allowed to use, any of RSM's project management tools, such as RSM's SharePoint site, without RSM's express written consent. Except as set forth in a Statement of Work or otherwise permitted in this Agreement, Client may not reuse, resell or disclose RSM Information to any third party. Further, Client is expressly prohibited from disaggregating RSM Information from the Client Deliverables.

4.6. Notwithstanding anything stated to the contrary in this Agreement, as between RSM and

Client, any information, data or material provided by Client to RSM in connection with RSM's Services hereunder shall remain, and is, the sole and exclusive property of Client.

4.7. Non-Exclusivity. Nothing in this Agreement shall preclude RSM from developing, marketing, licensing or selling for itself, or for others, software, templates, generic programming codes and segments (including reusable code, scripts and applets), methodologies, tools, know-how, notes, programming techniques, routines, reusable objects, software architecture and similar materials that are the same, similar to, or competitive with the Services or Client Deliverables provided hereunder, subject only to the terms of Section 9. Client shall not have any right by virtue of this Agreement to the income or proceeds derived by RSM therefrom.

4.8. No Implied Licenses or Transfer of Ownership. All rights not expressly granted herein shall remain the sole and exclusive property of RSM.

4.9. Sole Benefit and Use. Client acknowledges and agrees that any advice, information or Client Deliverables (including any RSM Information incorporated therein or provided for use therewith) provided to Client by RSM in connection with this Agreement is for the sole benefit and use of Client and, except (i) as expressly permitted by the applicable Statement of Work or Section 4.5 or (ii) for provision to Client's regulators, auditors and advisors in the ordinary course of business as necessary, may not be made available to or relied upon or used by any third party unless Client first obtains from such third party or Client Affiliate and provides to RSM an executed non-reliance and release letter substantially in RSM's form with respect to such

disclosed information. Upon Client's explicit request and if contemplated by the applicable Statement of Work, RSM will promptly provide copies of its applicable work papers to Client's regulators. In no event will RSM's advice, information, RSM Information, or Client Deliverables be referred to or quoted, in whole or in part, in any registration statement, prospectus, public filing, loan agreement or other document without RSM's prior written approval.

4.10. RSM Software and License to Client.

RSM will retain sole and exclusive ownership of all right, title, and interest in its Health and Human Services Accelerator (i.e., its Software) (the "RSM Software"), work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, administrative records, know-how and software, including such information as existed prior to or outside of the delivery of the services and, to the extent such information is of general application, anything which RSM may discover, create, or develop during the provision of services for Client specifically including any custom configurations of the RSM Software ("Software Improvements") made by RSM in connection with the applicable Statement of Work.

RSM hereby grants Client a perpetual, royalty-free, irrevocable, non-exclusive, non-transferable, license to use, reproduce, modify, and make derivative works of the RSM Software (defined in the preceding paragraph) and the Software Improvements for its own business use. The Client may not sublicense the RSM Software, but may have the RSM Software hosted by a third party hosting provider. The RSM Software and Software Improvements are licensed "as is"; RSM has no obligation to, and will not, provide updates or upgrades except as specifically provided in an applicable service level agreement.

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5. Third-Party Products

5.1. RSM may (i) purchase on behalf of Client (with Client's prior approval); (ii) provide Services to Client in connection with; and/or (iii) recommend or specify as part of the Services that Client purchase, license and/or subscribe to, certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products," each individually a "Third-Party Product," a "Third-Party Hardware Product," or a "Third-Party Licensed Product" as applicable). Any Third-Party Products being purchased through RSM or one of its Affiliates will be identified in the applicable Statement of Work, Change Order, or purchase order.

5.2. Subcontracting through an RSM Affiliate. In the event RSM is purchasing, licensing or subscribing to a Third-Party Product on behalf of Client, RSM will subcontract the resale or sublicense of such Third-Party Product to an RSM Affiliate(s) (each an "RSM Product Sales Affiliate"). RSM shall be responsible for the acts, omissions and obligations of such Affiliates as they relate to the subject matter of this Agreement subject to the limitations and disclaimers set forth herein.

5.3. Revenue Share. Client acknowledges and understands that RSM or its Affiliates may receive compensation in the form of a commission, resale margin, or revenue share in connection with the sale, license and/or subscription of certain Third-Party Products, or in connection with being designated as Client's "partner of record" (or similar designation) with a licensor, manufacturer or owner (collectively

referred to herein as "Licensor," "Supplier" or "Vendor") of a Third-Party Product.

5.4. Disclaimers and Client Acknowledgements.

5.4.1. Client acknowledges and agrees that (i) RSM's (or an RSM Product Sales Affiliate's) purchase, licensing or subscription to a Third-Party Product on behalf of Client (or RSM's designation as a "partner of record" in connection with a Third-Party Product); (ii) RSM's Services to Client in connection with a Third-Party Product; and (iii) RSM's recommendation or specification as part of the Services that Client purchase, license and/or subscribe to a Third-Party Product, are subject to the terms and conditions set forth herein. Client further acknowledges that RSM's recommendation of a Third-Party Product is intended to be used only as a guideline and that the actual operation, performance and scalability of a Third-Party Product may vary based on such factors as final configuration and changes in, or Client's failure to meet, infrastructure requirements or specifications.

5.4.2. The license, end-user subscription agreement, or other end-user agreement (collectively, "EULA(s)") for a Third-Party Product shall be between Client and the Licensor of the Third-Party Product solely. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client's data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM's, and that Client's EULA or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels, associated with such Third-Party Licensed Product.

5.4.3. NEITHER RSM, NOR ANY OF ITS PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AFFILIATES, SUBSIDIARIES, AGENTS OR REPRESENTATIVES (COLLECTIVELY, THE "RSM PARTIES" AND EACH INDIVIDUALLY, AN "RSM PARTY"), MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY PRODUCT. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF A THIRD-PARTY PRODUCT IS AT CLIENT'S SOLE RISK AND THAT THIRD-PARTY PRODUCTS ARE RECOMMENDED AND/OR SUPPLIED BY THE RSM PARTIES "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM THE RSM PARTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5.4.4. Client agrees to observe the terms of any applicable EULA and Client shall be fully responsible with respect to Client's improper use of a Third-Party Product or violation of the applicable EULA. Client's remedies with respect to a Third-Party Product will be limited to whatever recourse may be available against the Licensor thereof and are subject to all restrictions and other limitations as may be displayed or referenced by the EULA. Without limiting the generality of the foregoing, if a Statement of Work or Change Order provides for RSM to provide support, configuration, implementation, installation or deployment services relating to a Third-Party Product, any warranties of RSM relate to and are applicable to RSM's Services only, not to such Third-Party Product. The

underlying design, operation, performance, or scalability of, and all warranties applicable to, a Third-Party Product shall be governed exclusively by the Licensor's warranty (including any extended warranty package purchased by Client), and no RSM Party shall have any liability for the foregoing.

5.4.5. Client understands and agrees that the ability of RSM and an RSM Product Sales Affiliate to obtain Third-Party Products may be subject to availability and delays due to causes beyond its control and that no RSM Party shall be liable to Client for such delays or lack of availability with respect to a specific Third-Party Product.

5.4.6. In the event a Statement of Work, Change Order, or purchase order relates to the provision of a "Microsoft Product" (as such terms is defined in Exhibit I attached hereto) to Client by Microsoft, either under a resale agreement between RSM or its Affiliate and Microsoft, or through an Enterprise Agreement between Client and Microsoft, the terms set forth in the "Microsoft Product Rider" attached hereto as Exhibit I shall apply to such Microsoft Product. To avoid any doubt, such Microsoft Product is a Third-Party Product subject to the terms set forth in Section 5 except as otherwise stated in Exhibit I. Notwithstanding anything stated to the contrary in this Agreement or any conflict or inconsistency between a term set forth in Exhibit I and the Agreement, the terms set forth in Exhibit I shall prevail and govern with respect to the Microsoft Product. Client hereby does accept and agree to be bound by, and acknowledges that it has reviewed or had an opportunity to review, Exhibit I, including all Microsoft agreements referenced or incorporated therein. All capitalized terms set forth in this Section 5.4.6, which are not otherwise defined in this Agreement, are defined in Exhibit I (Microsoft Product Rider).

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5.5. **Payment.** The applicable Statement of Work, Change Order, or purchase order shall include the pricing for any Third-Party Products that will be purchased or licensed thereunder. Unless otherwise set forth in the Statement of Work, Change Order, or purchase order, Client shall be responsible for payment of all freight charges associated with the shipment of Third-Party Hardware Products from the Supplier or RSM, as the case may be, to the Client facility.

5.6. **Shipment/Risk of Loss.** Unless otherwise set forth in a Statement of Work, Change Order, or purchase order, all prices shown are FOB Supplier's facility. All transportation, freight, rigging, drayage, insurance and other costs of delivery of Third-Party Products to the Client facility will be paid by Client. Risk of loss shall pass to Client upon shipment. Unless Client specifies shipping instructions, RSM shall select a common carrier on Client's behalf and shall arrange for delivery of the Third-Party Hardware Products to the Client facility.

5.7. **Title to Third-Party Products/Security Interest.** Title to all Third-Party Hardware Products shall remain with Supplier or an RSM Product Sales Affiliate, as the case may be, until all payments therefore are made by Client. Client hereby grants to such RSM Product Sales Affiliate, a security interest in each component part of the Third-Party Hardware Products until the purchase price due to the RSM Product Sales Affiliate is paid in full. Client shall execute any instruments or documents such RSM Product Sales Affiliate deems appropriate to protect the security interest and, in any event, this Agreement shall constitute a financing agreement within the meaning of Article 9 of the Uniform Commercial Code, and a copy of this Agreement may be filed at any time as a financing

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statement for that purpose. In the event of a default in payment or other breach by Client, the RSM Product Sales Affiliate shall have all rights and remedies of a secured creditor upon default as provided by applicable Law. The RSM Product Sales Affiliate shall, at its sole expense, file releases for any financing statements recorded pursuant to this Agreement promptly after receiving final payment for the applicable Third-Party Hardware Products from Client.

5.8. Installation. If applicable under the Statement of Work or Change Order, RSM shall arrange for the installation, configuration or implementation of the Third-Party Products. Client shall not perform any installation activities without RSM's written consent. RSM shall have full and free access to the Third-Party Products and the Client facility where the Third-Party Products are installed until installation is completed. Client shall provide a suitable installation environment for the Third-Party Products as specified by RSM in the Statement of Work or Change Order. Unless otherwise set forth in the Statement of Work or Change Order, Client shall be responsible for (i) furnishing all labor required for unpacking and placing the Third-Party Hardware Products in the installation location and (ii) physical planning including, but not limited to, floor planning, cable requirements, and safety requirements in accordance with the installation manual and all applicable building, electrical, or other codes, regulations, and requirements.

5.9. Acceptance. Unless otherwise set forth in the Statement of Work or Change Order, Third-Party Hardware Products will be deemed to have been accepted when they pass RSM's standard post-installation test procedures at the Client facility.

5.10. Price Increase. Client acknowledges that the price of the license and/or subscription for the use of a Third-Party Licensed Product is subject to increase during the term of the license and/or subscription or at the time of renewal. In the event RSM or an RSM Product Sales Affiliate is reselling a license and/or subscription to a Third-Party Licensed Product to Client, RSM will provide Client with at least thirty (30) days' prior written notice (an email will be sufficient) of an increase in the price of the subscription and/or license. To the extent Client does not agree to pay such Increase in the license and/or subscription price, Client must provide written notice to RSM within thirty (30) days of notice of such increase. Upon receipt of such notice, RSM will cancel Client's subscription and/or license to the Third-Party Licensed Product.

5.11. Suspension/Termination. In the event an invoice for a Third-Party Licensed Product RSM or an RSM Product Sales Affiliate resells to Client is thirty (30) days past due, in addition to any other remedies available to RSM and such RSM Product Sales Affiliate at Law or in equity, upon written notice to Client, RSM and the RSM Products Sales Affiliate may suspend or terminate Client's usage of, access to, and the services provided to Client by, such Third-Party Licensed Product. No RSM Party will be liable for any resulting loss, damage or expense connected with such suspension or termination, including, but not limited to, any loss of information or data stored by Client on such Third-Party Licensed Product.

5.12. Migration of Data at Termination of License/Subscription. In the event RSM or an RSM Product Sales Affiliate is reselling a license and/or subscription to a Third-Party Licensed Product to Client, Client will have thirty (30) days from the effective date of termination of its license

and/or subscription to request that RSM migrate any information and data stored on such Third-Party Licensed Product to another platform or database. Unless otherwise agreed upon in writing by the Parties at such time, RSM will perform such Services at its then current hourly rates. Client shall be responsible for payment of any fees or costs charged by the Licensor of such Third-Party Licensed Product in connection with the migration of such information and data.

5.13. Sharing of Client Information with Licensor. Client hereby consents to RSM sharing with the Licensor of a Third-Party Product that information of Client required to administer, configure, implement, install, provision, deploy, and/or support such Third-Party Product.

6. Warranties and Additional Disclaimers

6.1. Mutual. Each Party represents and warrants that (i) it is a legal entity duly organized, validly existing and in good standing; (ii) it has caused this Agreement to be executed on its behalf as of the Effective Date by an authorized representative with the requisite power and authority to bind it to the undertakings and obligations contained herein; (iii) all corporate or governing action necessary to convey such power and authority has been taken; (iv) this Agreement constitutes the legal, valid, and binding obligations of such Party, enforceable against it in accordance with its terms; (v) it will comply with all foreign or United States federal, state or local law, statute, code, ordinance, rule, regulation, order, executive order, judgment, writ, stipulation, award, stay, injunction, decree or arbitration award, policies, guidance, court decision, and rule of common law or finding ("Law(s)") applicable to the performance of its obligations hereunder; (vi) it will avoid deceptive,

misleading or unethical practices that could adversely affect the performance of the other Party's obligations under this Agreement or damage the reputation of the other Party; (vii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect its ability or the ability of the other Party to perform fully its respective obligations hereunder; and (viii) its performance of its obligations under this Agreement will not knowingly violate any other agreement between such Party and any third party.

To the extent federal funds are used in whole or in part to fund Services under a Statement of Work issued under this Agreement, RSM specifically agrees to comply, as applicable, with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-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).

If applicable to the Services being provided under an applicable Statement of Work, RSM 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.

6.2. Limited Warranty for Software Deliverable/Deployed System. RSM warrants that for a period of thirty (30) days following the acceptance date, any Client Deliverables that are software, excluding unmodified Third-Party Products, ("Software Deliverables") or a

Deployed System (defined in this Section 6.2), will perform without Material Deficiencies (as defined in this Section 6.2) in functionality as specified in the Statement of Work (including any applicable documentation). In the event that Client notifies RSM in writing of a breach of the foregoing warranty within such thirty-day (30-day) period, RSM will resolve the problem free of additional charge within a commercially reasonable amount of time. The foregoing is Client's sole and exclusive remedy for a breach of this limited warranty. The term "Deployed System" as used herein means the business functionalities of the implemented system that Client tested, accepted and deployed in a live production environment. The term "Material Deficiencies" as used herein means those deficiencies which are not covered under any support agreement entered into by and between RSM and Client.

6.3. Exclusions from Warranty. RSM will not be obligated under Section 6.2 to correct, cure or otherwise remedy any nonconformity if (i) Client has made any alteration to the Software Deliverables or Deployed System without RSM's authorization; (ii) the Software Deliverables or Deployed System have been misused or damaged other than by personnel of RSM; (iii) the nonconformity is a result of the combination of the Software Deliverables or Deployed System with third-party hardware, software or other technology that was not provided by or specified by RSM; (iv) the nonconformity is caused by data entered or provided by Client, in which the data is corrupted, erroneous or in an improper format; (v) the nonconformity arises or results from the underlying design, operation, performance or scalability of a Third-Party Product; or (vi) RSM has not been notified of the existence and nature

of such nonconformity or defect within the warranty period.

6.4. Limited Warranty of Services. RSM warrants that the Services shall be performed with reasonable care in a diligent and competent manner, by persons possessing the requisite skill and knowledge to perform the Services under an applicable Statement of Work. If Client believes RSM has breached the foregoing warranty in connection with any Statement of Work, Client shall provide written notice of such breach within thirty (30) days after the performance of such Services, in which the notice shall include specific details regarding such breach. RSM's sole obligation and liability therefore, and Client's sole and exclusive remedy, will be to correct any nonconformance with this warranty. RSM and Client will agree to a reasonable amount of time, based on its severity and complexity, within which RSM is to correct the nonconformance. In the event RSM cannot correct the nonconformance within the agreed upon time period, RSM shall refund to Client the amount paid to RSM for the nonconforming portion of the Services. For sake of clarity, RSM's warranty with respect to any Services in connection with Software Deliverables or a Deployed System is governed by Section 6.2. The Client's acceptance of RSM's Services does not release RSM from any professional responsibility to which it is subject.

6.5. Infringement. If either Party receives information concerning an infringement or misappropriation claim related to any Client Deliverables, RSM may, at its expense and as its sole obligation and liability therefore, and as Client's sole and exclusive remedy, either (i) procure for the other Party the right to continue to use such Client Deliverable, (ii) modify such Client Deliverable to make it non-infringing, (iii) replace such Client Deliverable with a functional

equivalent, or (iv) refund the amounts paid by Client for such Client Deliverable. In all such cases described above, Client will stop using the Client Deliverable immediately.

6.6. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, THE CLIENT DELIVERABLES, RSM INFORMATION, RSM WORK PRODUCT, AND THE SERVICES ARE PROVIDED "AS IS" AND THE RSM PARTIES DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, (I) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (II) ANY WARRANTY OR REPRESENTATION THAT ANY CLIENT DELIVERABLE IS FREE FROM ERROR. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY ANY RSM PARTY SHALL CREATE ANY WARRANTY. CLIENT SPECIFICALLY WAIVES ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS.

6.7. Non-Reliance. Client acknowledges and agrees that no RSM Party has made or is making any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except as provided in this Section 6, and that Client is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in this Section 6.

7. Indemnification and Limitation of Liability

7.1. Reserved.

7.2. RSM's Indemnification of Client. RSM will indemnify and hold Client harmless against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with unaffiliated third-party claims arising from RSM's fraud, gross negligence or willful misconduct.

7.3. Indemnification Obligations: Infringement. Subject to the terms of this Section 7, RSM will defend Client against any claims made by an unaffiliated third party alleging any Client Deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Client consents). Client must notify RSM promptly in writing of any claim and give the RSM sole control over its defense or settlement; provided, however, Client's written consent shall be required to the extent the settlement does not release Client from any and all liability, or admits liability, guilt or fault on the part of Client. Client agrees to provide RSM with reasonable assistance in defending the claim, and RSM reimburse Client for reasonable out-of-pocket expenses that it incurs in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

7.4. RSM's obligations will not apply to the extent that the claim or adverse final judgment is based on (i) the Client's use of any Client Deliverables after RSM notifies Client to discontinue use due to such a claim; (ii) Client combining the Client Deliverables with a product, data or business process, including third-party add-ons or programs; (iii) damages attributable to the value of the use of a Client's product, data or business process; (iv) Client's altering or modifying the Client Deliverables, including any

modifications by third parties; (v) Client's distribution of the Client Deliverables to, or its use for the benefit of, any third party; (vi) Client's use of RSM's trademarks(s) without express written consent to do so; (vii) for any trade secret claim, Client acquiring a trade secret (a) through improper means, (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (c) from a person (other than RSM or its Affiliates) who owed to the third party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret; or (viii) Client's gross negligence, willful misconduct, or fraud.

7.5. Exclusive Remedy; Other Third-Party Claims. If any other type of third-party claim is brought against a Party regarding any Client Deliverables, such Party must notify the other Party promptly in writing. This Section 7 provides the Parties' exclusive remedy for third-party infringement and trade secret misappropriation claims.

7.6. Reserved.

7.7. LIMITATION OF LIABILITY. CLIENT AND RSM HAVE DISCUSSED THE RISKS AND REWARDS ASSOCIATED WITH THIS AGREEMENT, AS WELL AS RSM'S FEES FOR SERVICES. CLIENT AND RSM AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF A PARTY (AND ITS RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) ARISING OUT OF, FROM, OR RELATING TO THIS AGREEMENT OR THE SERVICES, RSM INFORMATION, RSM WORK PRODUCT, OR

CLIENT DELIVERABLES PROVIDED HEREUNDER, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO RSM BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THE STATEMENT OF WORK THAT GAVE RISE TO SUCH LIABILITY. IN NO EVENT WILL CLIENT OR RSM (OR THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, OR ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR SIMILAR SUCH DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 7.7 SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 7.

8. Term and Termination

8.1. Term. This Agreement will commence on the Effective Date and will terminate on June 30, 2020.

8.2. Material Breach. Either Party may terminate this Agreement for a material breach that remains uncured for thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. The failure

of Client to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach of this Agreement. RSM will not be liable to Client for any resulting loss, damage or expense connected with a termination for Client's material breach under this provision.

8.3. Termination without Cause. Unless otherwise set forth in a Statement of Work or a services rider, either Party may terminate this Agreement for any reason upon fifteen (15) days prior written notice to the other Party. If a Statement of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in the applicable Statement of Work will govern; provided, however, that if Client terminates pursuant to this Section 8.3, it must pay all outstanding fees and expenses for Services actually performed and Client Deliverables or portions thereof delivered (in each case, even if such Services or Client Deliverables are incomplete) as of the effective date of termination. If any Statement of Work or services rider hereunder contains payment terms on any basis other than fees and expenses paid on time and materials basis, then this Section 8.3 shall not govern such Statement of Work or services rider unless such Statement of Work or services rider expressly states otherwise.

8.4. Additional Termination Right. Each Party reserves the right to terminate this Agreement or any applicable Statement of Work if (i) circumstances arise that would cause its continued performance to result in a violation of Law, a regulatory requirement, a legal process, a contractual obligation, or applicable professional standards or (ii) if the other Party is placed on a verified sanctioned entity list, including, but not limited to, lists promulgated by the Office of Solano Contract 03910-20

Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

8.5. Effect of Termination. Upon the effective date of a termination of this Agreement (i) each Party shall promptly return to the other all Confidential Information (in accordance with the provisions set forth in Section 9) of the other Party in its possession; (ii) RSM shall submit to Client an itemized final invoice for any fees, reimbursable expenses, and any related taxes not previously invoiced under this Agreement; (iii) within thirty (30) days after receipt of RSM's final invoice, Client shall pay all undisputed amounts due RSM pursuant to such invoice and all other outstanding invoices; (iv) RSM shall have no further responsibility for any incomplete or in-process Client Deliverable as of the date of termination; and (v) to the extent both Parties mutually agree at such time, RSM will provide Client with up to thirty (30) days of termination transition services. The scope, cost, and timing of such termination transition services will be mutually agreed upon by the Parties at such time. With respect to a termination of a Statement of Work, the Parties shall follow the requirements of clauses (ii), (iii), (iv) and (v) only.

8.6. Survival. The following Sections will survive the termination of this Agreement as applicable: 3.4 (Payment), 4 (Use and Ownership), 5 (Third-Party Products), 6 (Warranties and Additional Disclaimers), 7 (Indemnification and Limitation of Liability), 8.5 (Effect of Termination), 9 (Confidentiality) subject to the provisions set forth in Section 9.14, and 11 (General Provisions), together with accrued payment obligations.

9. Confidentiality

9.1. Non-Disclosure. While performing the Services under this Agreement, RSM may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described by Client as "Confidential" or "Proprietary". RSM shall not disclose or publish the information and material received or used in performance of this Agreement. This obligation is perpetual. The Agreement imposes no obligation upon RSM with respect to confidential information which the RSM can establish that: a) was in the possession of, or was rightfully known by the RSM without an obligation to maintain its confidentiality prior to receipt from Client or a third party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by RSM in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by RSM without reference to or involvement of the Client's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall, to the extent legally permissible, provide notice to Client of such request.

10. Insurance

During the term of this Agreement, RSM shall maintain the following insurance coverage:

10.1. Worker's Compensation and Employers' Liability. Workers' Compensation coverage with statutory limits as required by the state in which the Services are performed and Employers' Liability coverage with a limit of \$1 million each accident for bodily injury, \$1 million each employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease. RSM will include a waiver of

subrogation in favor of Client under this policy via a blanket endorsement.

10.2. Commercial General Liability. A Commercial General Liability policy with a limit of \$1 million per occurrence and \$2 million in the annual aggregate. RSM will name The County of Solano, its officers, officials, agents, employees, and volunteers acting on Client's behalf in connection with the Services provided to Client by RSM as additional insureds under this policy via a blanket endorsement. This policy will apply on a primary an non-contributory basis. RSM will include a waiver of subrogation in favor of Client under this policy via a blanket endorsement.

10.3. Automobile Liability. An Automobile Liability policy with a combined single limit of \$1 million. RSM will name The County of Solano, its officers, officials, agents, employees, and volunteers acting on Client's behalf in connection with the Services provided to Client by RSM as additional insureds under this policy via a blanket endorsement. This policy will apply on a primary an non-contributory basis. RSM will include a waiver of subrogation in favor of Client under this policy via a blanket endorsement.

10.4. Professional Liability. A Professional Liability policy with a limit of \$2 million per claim and in the annual aggregate.

10.5. Privacy and Security Risk (Cyber coverage). A Privacy and Security Risk Liability policy with a limit of \$1 million per claim and in the annual aggregate.

10.6. Crime. (Employee Theft, Premises and Computer Fraud). A Crime policy with a limit of liability of \$2 million per occurrence and in the annual aggregate.

10.7. Umbrella/Excess Coverage. Umbrella liability coverage of \$5 million per occurrence and per event aggregate shall sit above the Workers' Compensation, Commercial General Liability, and Automobile liability policies.

Upon Client's written request, RSM will provide Client with a certificate or certificates of insurance evidencing proof of coverage for the above-referenced policies. RSM's insurers maintain an A.M. Best's rating of at least A-/VII.

11. General Provisions

11.1. Transfer or Assignment. Neither this Agreement nor any other obligations of a Party under this Agreement may be assigned or delegated by a Party without the written consent of the other Party, which shall not be unreasonably withheld. Written consent shall be deemed to have been received for a Party's assignment of this Agreement to any acquirer of, or successor to, all or substantially all of its assets or ownership interests, provided that such Party provides the other Party with not less than ten (10) business days advance written notice of such assignment and such other Party does not raise good faith objections to such assignment within ten (10) business days from the receipt of such notice. Good faith objections include, but are not limited to, assignments that could (i) impair RSM's independence, (ii) create a conflict of interest for RSM with respect to one or more of RSM's clients, (iii) cause either Party to be in breach of its obligations to a third party, or (iv) provide one of a Party's competitors with access to a Party's confidential or proprietary information. Any such transfer or assignment will become effective only if and when the transferee or assignee agrees in writing to be bound by the terms of this Agreement.

11.2. Force Majeure. Neither Party will be responsible for any delay nor failure in performance resulting from acts beyond such Party's reasonable control ("Force Majeure"). Force Majeure will include, but not be limited to, acts of God, government or war, riots or strikes, epidemics, fires, floods, cyberattacks or disasters. At its option, Client may terminate any Statement of Work that is delayed more than sixty (60) days by a Force Majeure event(s); provided, however, that Client is not excused from paying RSM for all Services rendered and Deliverables provided prior to the termination of the Agreement. Force Majeure may not extend any payment obligation by more than fifteen (15) days.

11.3. Publicity. Nothing in this Agreement will provide to RSM any license or other right to use Client's trademarks or service marks except in connection with the provision of the Services. Notwithstanding the foregoing, unless notified otherwise by Client during the term, RSM may include Client's name in any client list that it provides to individual prospective clients for marketing purposes; however, this sentence will not authorize RSM to include Client's name in any advertisements or publications, even as part of a client list.

11.4. Electronic Communications. The Parties acknowledge that they may correspond or convey documentation, including Confidential Information, via various forms of electronic transmission, including, but not limited to, email, FTP and cloud-based sharing and hosting applications, and that neither Party has control over the performance, reliability, availability or security of these electronic transmission methods. Therefore, neither Party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay,

interception, corruption, disclosure or alteration of any electronic transmission where the Party has used commercially reasonable efforts to protect such information. RSM offers its clients the opportunity to use a secure internet portal for the exchange of confidential information using commercially standard encryption protocols. Use of a portal requires acceptance of an end-user agreement, which, if Client desires to use such portal, RSM will provide the applicable agreement upon request.

11.5. Nonsolicitation. To the fullest extent permitted by Law, during the term of each Statement of Work and for a period of one (1) year following its expiration or termination, neither Party will actively solicit, employ or otherwise engage any of the other Party's partners, principals or employees, including former partners, principals or employees, who were involved in providing or receiving Services under such Statement of Work. In the event that either Party breaches this provision, the breaching Party agrees to pay to the aggrieved Party within thirty (30) days after demand, an amount equal to the greater of \$50,000 or one-hundred percent (100%) of the annual base salary of any such partner, principal or employee. For avoidance of doubt, the foregoing does not prohibit either Party from employing individuals who (i) were not involved in a Statement of Work and (ii) apply for positions in response to public postings, employment advertisements or other general solicitations of employment not targeted at such individuals, whether such applications are during or after the term of this Agreement.

11.6. No Agency. RSM is an independent contractor. Neither Party's partners, principals nor employees will be considered employees of the other Party for any purpose. Nothing in this Agreement shall be construed to create the Solano Contract 03910-20

relationship of principal and agent, employer and employee, partners or joint venturers between RSM and Client, and neither Party has the authority to bind the other Party to any third party.

11.7. No Third-Party Beneficiaries. Neither Party intends that there be any third-party beneficiaries to this Agreement, except with respect to Microsoft Corporation as provided in Exhibit I.

11.8. Notices. Any notice to be given hereunder will be in writing and addressed to the Party and address stated below or such other address as the Party may designate from time to time by written notice. Except as otherwise expressly provided in this Agreement, notices hereunder will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by overnight rapid-delivery service with tracking capabilities, upon receipt; (iii) if sent by facsimile or electronic mail, at such time as the Party that sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered United States mail, upon receipt.

Notice to Client will be sent to the address provided in this Master Services Agreement, or applicable Statement of Work.

Notice to RSM will be sent to Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606.

11.9. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of California, without regard to the conflicts of laws or principles thereof, and applicable U.S. federal law. Any and all disputes, claims or litigation arising from or related in any way to the Services, Client Deliverables, RSM Work Product, RSM Information or this

Agreement, or any provisions herein, will be resolved exclusively in the state and federal courts located therein. The Parties hereby waive any objections against and expressly agree to submit to the personal jurisdiction and venue of such state or federal courts. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

11.10. Conflict of Interest. RSM represents that RSM and/or RSM'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 Agreement. RSM shall not assign such persons to provide Services to Client under this Agreement. Services rendered by RSM's associates or employees shall not relieve RSM from personal responsibility under this clause. RSM has an affirmative duty to disclose to the Client in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

11.11. Inspection. Authorized representatives of Solano County, the State of California and/or the federal government may inspect and/or audit RSM's time, billing and reimbursable expense records pertaining to Services provided under this Agreement.

11.12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or

modified only by a written instrument executed by both Parties.

11.13. Equal Opportunity Employer of Protected Veterans and Individuals with Disabilities. As applicable, the Parties hereto shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) and any other applicable federal, state or local law, rule or regulation. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment, qualified individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.

11.14. Miscellaneous. No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion. If any provision of this Agreement is found to be invalid by any court or arbitrator having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions.

11.15. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken

together will constitute one and the same instrument. Each Party hereto agrees that any electronic signature of a Party to this Agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business, and an original written record when printed from electronic files. Each Party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature.

11.16. Client's Obligation Subject to Availability of Funds.

A. Client's obligation under this Agreement is subject to the availability of authorized funds. The Client may terminate the Agreement, or any part of the Services under an applicable Statement of Work, without prejudice to any right or remedy of the Client, 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 Agreement, or any subsequent amendment, the Client may, upon written notice to RSM, terminate this

Agreement or an applicable Statement of Work in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Agreement or an applicable Statement of Work is terminated for non-appropriation of funds:

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

(2) RSM shall be released from any obligation to provide further Services pursuant to this Agreement or the applicable Statement of Work that are affected by the termination.

11.17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.18. Neutral Interpretation. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

11.19 Disbarment or Suspension of RSM.

A. RSM represents that its officers, directors and employees providing Services under this Agreement (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (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, and

(iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RSM being excluded from participation in federally funded programs.

B. For purposes of this Agreement, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during

the term of this Agreement and RSM must promptly notify the Client of any change in the status of the representation and warranty set forth in this section.

D. If Services pursuant to an applicable Statement of Work involve federally-funded programs, RSM agrees to provide certification of non-suspension with submission of each invoice under the Statement of Work. Failure to submit certification with invoices will result in a delay in Client processing RSM's payment.


**The balance of this page is intentionally left blank.
Acknowledgement and Acceptance follow.**

Acknowledgement and Acceptance

EACH PARTY HAS READ AND AGREES TO THE TERMS AND CONDITIONS INCLUDED HEREIN, INCLUDING EXHIBIT I, MICROSOFT PRODUCT RIDER. EACH PARTY AND ITS SIGNATORIES BELOW REPRESENT THAT SAID SIGNATORY HAS THE REQUISITE POWER AND AUTHORITY TO BIND EACH RESPECTIVE PARTY TO THE UNDERTAKINGS AND OBLIGATIONS CONTAINED HEREIN.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

By: Phillip Haase 
Name: Phillip Haase
Title: Principal
01/31/2020
Date: 12:24 PM EST

Solano County

By: _____
Name: Birgitta E. Corsello
Title: County Administrator
Date: _____
Email: _____
Phone: _____
FEIN/Tax
ID: _____

EXHIBIT I
MICROSOFT PRODUCT RIDER

1. The Microsoft Product (the term "Product" is defined in the Customer Agreement link below) is being provided to Client by Microsoft either under a resale agreement between RSM or its Affiliate and Microsoft, or an agreement between Client and Microsoft ("Enterprise Agreement"), each of which requires Client to acknowledge and agree, without exception, to Microsoft's customary cloud services terms, which provide, among other things, for limited warranty responsibilities and disclaimers of certain responsibilities and liability.
2. Client hereby accepts and agrees to adhere to and be bound by, and acknowledges that it has reviewed or had an opportunity to review, the "Customer Agreement" available at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_NA_ENG_Sep2017_CR.pdf, or its Enterprise Agreement with Microsoft, in each case including Microsoft's Online Services Terms and Product Terms (together, the "Online Services Terms") available at <http://go.microsoft.com/?linkid=9840733>, and Microsoft's Service Level Agreement ("Microsoft SLA") available at <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>. Client further acknowledges and hereby agrees that it will ensure that all permitted users of the Microsoft Product agree to and will abide by all terms set forth in (i) the Customer Agreement or Enterprise Agreement, whichever is applicable; (ii) the Online Services Terms; and (iii) the Microsoft SLA. For purposes of clarity and to avoid any
- doubt, Client is solely responsible and liable for any use of the Microsoft Product by its employees and contractors.
3. To the extent Microsoft updates or modifies the Customer Agreement or Enterprise Agreement, whether or not Client has had an opportunity to review, or has received a copy from RSM or Microsoft of such updated or modified Customer Agreement or Enterprise Agreement, Client acknowledges and hereby agrees that it will accept, adhere to, and be bound by such updated or modified Customer Agreement or Enterprise Agreement at or before renewal of its Subscription (as such term is defined in the Customer Agreement or Enterprise Agreement) for the Microsoft Product, and it will ensure that all permitted users of the Microsoft Product abide by all such terms. To the extent Microsoft notifies RSM of an update or modification to the Customer Agreement, RSM will in turn, notify Client of the same.
4. Client acknowledges and hereby agrees that it (i) is solely responsible for reviewing and complying with the Online Services Terms along with any changes thereto by Microsoft during the term of Client's Subscription (as such term is defined in the Customer Agreement) to the Microsoft Product, and (ii) will ensure that all permitted users of the Microsoft Product abide by all such terms.
5. Upon renewal of a Subscription, in addition to accepting and agreeing to adhere to and be bound by any modifications or updates to the then applicable Customer Agreement or

Enterprise Agreement, Client acknowledges and hereby agrees to be bound by the version of the applicable Microsoft SLA for the Microsoft Product that is current at the time of the renewal of such Subscription. Except where Client has entered into an Enterprise Agreement with Microsoft, Client further acknowledges that the Subscription to a Microsoft Product will automatically renew at the end of any term unless Client provides RSM with written notice at least thirty (30) days prior to the end of such Subscription term that it wishes to cancel the Subscription.

6. Except where Client has entered into an Enterprise Agreement with Microsoft, Client acknowledges that the Microsoft Product along with the Subscription thereto shall be ordered through and invoiced by RSM or its Affiliate and any fees associated therewith shall be paid by Client solely to RSM or its Affiliate.
7. In the event Client's Subscription is based on actual usage in the preceding month, Client acknowledges that the price of the Subscription for the Microsoft Product is subject to increase during the Subscription term. Except where Client has entered into an Enterprise Agreement with Microsoft, RSM will provide Client with thirty (30) days' prior written notice (an email will be sufficient) of an increase in the price of the Subscription. To the extent Client does not agree to pay such increase in the Subscription price, Client must provide written notice to RSM within thirty (30) days of notice of such increase. Upon receipt of such notice, RSM will cancel Client's Subscription.
8. Client acknowledges that Microsoft may, in its sole and absolute discretion, and for any

reason and at any time (i) modify or release a new version of the Microsoft Product including, without limitation, hot fixes, platform updates, knowledge-based articles, and application updates, and require that Client integrate such modification or new release at such time, (ii) add new features or functionality to the Microsoft Product, and/or (iii) remove an existing feature or functionality of the Microsoft Product. Client acknowledges that any of the foregoing may delay, extend and/or increase the cost of RSM's Services under a Statement of Work. Client also hereby acknowledges and understands that Microsoft may, in its sole and absolute discretion, refuse to conduct business with Client or provide Client with the specific Microsoft Product requested.

9. Client acknowledges and hereby agrees that such Microsoft Product is owned, provided, licensed, hosted, managed, monitored and supported (except for those Services which are provided directly by RSM as provided by an applicable Statement of Work) by Microsoft. Client further acknowledges that usage of the Microsoft Product involves the movement and storage of Client's data solely within Microsoft's infrastructure and not RSM's, and that the Customer Agreement or Enterprise Agreement, whichever applicable, along with the Online Services Terms and Microsoft SLA, govern all obligations relating to data privacy, storage, recovery, security, protection and processing, as well as the service levels, associated with the Microsoft Product.
10. Client acknowledges and hereby agrees that its remedies with respect to the Microsoft Product will be limited to whatever recourse may be available, and is subject to all

restrictions and other limitations as may be set forth, in the Customer Agreement or Enterprise Agreement (whichever applicable), the Online Services Terms, and the Microsoft SLA.

11. In the event an invoice for a Microsoft Product resold by RSM or its Affiliate to Client is thirty (30) days past due, in addition to any other remedies available to it at Law or in equity, upon written notice to Client, RSM may suspend or terminate Client's usage of, access to, and the services provided to Client by, the Microsoft Product. RSM will not be liable for any resulting loss, damage or expense connected with such suspension or termination, including, but not limited to, any loss of information or data stored on such Microsoft Product.
12. RSM shall be, and Client shall maintain RSM as, Client's "partner of record" with Microsoft. Except where Client has entered into an Enterprise Agreement with Microsoft, RSM shall be Client's primary point of contact for the Microsoft Product and Client shall direct any and all operational and technical issues, requests for support and questions regarding the Microsoft Product to RSM. In the event RSM is providing support Services in connection with the Microsoft Product and the applicable Statement of Work, Change Order, or purchase order does not reference RSM's support policies, hours or service levels, RSM's support hours and service levels are available at <http://rsmus.com/what-we-do/services/technology/microsoft-solutions/rsm-client-resource-center.html>. RSM's service level commitments are separate and distinct from the service level commitments promised by Microsoft to Client in Microsoft's SLA. In no event shall RSM be

held responsible or liable to Client, or its partners, principals, shareholders, members, directors, officers, employees, Affiliates, subsidiaries, subcontractors, contractors, agents, successors or assigns, for any of the following: (i) Microsoft's failure to maintain its service level commitments as set forth in Microsoft's SLA; (ii) Client's failure to timely and/or properly make a claim for a credit for Microsoft's failure to maintain its service level commitments; (iii) Microsoft's processing or handling of Client's claim for a credit for Microsoft's failure to maintain its service level commitments, including the timing of Microsoft's decision with respect to such a claim; (iv) Microsoft's decision whether to issue Client a credit and the amount of such credit; (v) the timing of Microsoft's response to an incident which requires Microsoft's assistance; and (vi) any losses or damages associated with Microsoft's delay in responding to or resolving an incident for which its assistance is required.

13. Microsoft is an intended third-party beneficiary to this Microsoft Product Rider *solely* insofar as is necessary for Microsoft to enforce the terms set forth in the Customer Agreement vis-à-vis the Client. Nothing herein, however, shall grant Client the right to enforce any term of this Microsoft Product Rider against Microsoft. Client's sole rights and remedies against Microsoft are set forth in the Customer Agreement.
14. Any terms used, but not otherwise defined herein, shall have the same meaning given to such term in the Agreement.

EXHIBIT 2

STATEMENT OF WORK RSM/SOLANO HEALTH & SOCIAL SERVICES

This Statement of Work ("Statement of Work" or "SOW") dated 2/11/2020, is entered into by and between Solano County ("Client," "you" or "your") and RSM US LLP, an Iowa limited liability partnership ("RSM," "we," "us" or "our") pursuant to the Master Services Agreement dated **February 11th, 2020**, (the "Agreement"), all of the terms of which are hereby incorporated herein by reference. The provisions in Exhibit 3, General Terms and Conditions, control over any conflicting term in the Master Services Agreement or Exhibit 1, Statement of Work.

Engagement Objectives, Services, Approach and Scope of Work

The engagement covered in this SOW will include two distinct work streams. The first iteration of the Whole Person Care (WPC) Case Management and the Behavioral Health Resource Tracking System will be based on the core RSM Health and Human Services (HHS) Case Management Accelerator with the licensing language covered in the Master Services Agreement.

RSM will manage the engagement as a single project; therefore, services will be shared across both work streams. Project management, quality assurance and training will run across all the work, while the costs will be proportionately included into the individual milestones identified in sections below. Our project manager will be reporting on the overall status as well as the status of each individual work stream as it influences the overall engagement. Quality assurance will generate testing scripts for each requirement across both work streams and will then perform unit, system and regression testing for each feature and the system as a whole.

The training partner Impresys Corporation will generate the training materials for the engagement. RSM will assist in loading the training content into the county's learning management system (LMS) for training delivery.

RSM and Impresys will collaborate with the County to develop an appropriate training plan for end users. End-user training will primarily consist of material specific to the County's solution that guide users through the steps of common processes and cloud-based, self-directed click-through guides.

When developing training materials, RSM and Impresys work together to determine the distinct number of user types to be trained and the number of modules necessary to cover the day-to-day actions that each user type will encounter during regular system use. For example, in the case of system administrators, modules developed include the subjects of managing users, user groups and system permissions.

Training deliverables will include:

- Self-directed click-through training modules
- Training Documentation including screen shots
- RSM led end user training sessions specific to each system

Work Site

Work efforts related to this Statement of Work will be executed either remotely or at Solano County Health and Social Services offices located in Fairfield, CA. RSM's Project Manager will provide clear communication in advance of work to be performed onsite so as not to disrupt Solano County normal business activities and assure full participation and commitment from staff during scheduled appointments.

1. Whole Person Care (WPC) Case Management Replacement and Enhancement

The WPC replacement is the first iteration of the WPC Case Management and is scoped to not only replace current functions that are served by the WPC application but also enhance the functionality as identified in to-be processes. RSM will work with the County to document the as-is and to-be processes that are encompassed in the workload within the current WPC application and ensure that current data is migrated. The result will be a 100% replacement for the current WPC application. Any enhancements are limited to "Out-of-the-box" process/functionality within the RSM Intellectual Property (IP). The following are key engagement objectives:

- Identify strategic project objectives with senior management and primary stakeholders
- Analyze and design sessions to plan for setup, system configuration, reporting, and training
- Document the technical requirements, pre requisites and business requirements
- Configure the WPC Case Management system to replace Solano County's existing WPC case management system
- Configure the WPC Case Management system to align with business requirements and limit enhancements to only "Out of the Box" functionality within the in-scope RSM IP. The details of these requirements are found in the Business Requirements document.
- Implement role-based security for up to 20 distinct positions
- Perform gap analysis with Solano County Subject Matter Experts (SME) between RSM HHS Case Management IP and the Business Requirements document
- Update the Project Plan based on gap analysis
- Setup, design, and configure the business processes listed in the Business Requirements
- Develop reports using the Dynamics 365 (D365) out-of-the-box Report Wizard, SQL Server Reporting Services (SSRS) reporting tools and Power Business Intelligence (BI)
- Develop dashboards utilizing out-of-the-box D365 tools
- Provide post go-live implementation support

The services offered within the scope of this Statement of Work will enable the Client to implement D365 to meet the objectives stated above. The kick-off meeting for the D365 implementation will be held at the County's designated venue at a time to be decided, but recommended to be no later than two weeks after contract execution.

Data Migration

We anticipate migrating data from the existing Solano County WPC case management system to the new WPC Case Management system. RSM will assist Solano County in identifying the data that needs to be migrated and the format the data needs to be in for migration. Solano County will obtain data from the current application and address any clean up prior to data migration to align with project schedules.

Reporting

Out-of-the-box, custom SQL Server Reporting Services (SSRS) reports and Power BI will be leveraged for the initial go-live. RSM will create, at maximum, ten (10) reports utilizing D365 out-of-the-box reporting tools (user accessible tools), five (5) custom SSRS reports and five (5) Power BI worksheets. Users will be trained on the D365 reporting tools to create report modifications. Users can address additional reporting requirements using ad hoc query and export tools within D365.

Dashboards

RSM will create, at maximum, ten (10) system dashboards utilizing D365 out-of-the-box tools. Users will be trained on the creation of personal dashboards.

Configuration and Product Extensions

The project fee estimates are based on the implementation of the HHS Case Management System as defined in the Business Requirements. Should requirements change during the course of the implementation and the total costs extend beyond the contract amount, RSM will prepare a Change Order (i.e. contract amendment) with estimates for the additional work and partner with Solano County to adjust the scope of the engagement to implement the additional changes.

2. Behavioral Health Resource Tracking

The Behavioral Health Resource Tracking system is scoped to be a new system that is replacing many manual processes and electronic information in spreadsheets that is not part of an automated process. The new system will have the capability to manage bed capacity based on functionality RSM has developed in Los Angeles (LA) County as well as provide case management that includes service history and delivery status. RSM will work with Solano County to document the as-is and to-be processes that are encompassed in the workload that is targeted by the current manual and electronic processes. The result will be a system that will allow the operation of the County for the base need. The following are the key objectives:

- Identify strategic project objectives with senior management and primary stakeholders
- Analyze and design sessions to plan for setup, system configuration, reporting and training
- Document the technical requirements, pre requisites and business requirements
- Perform gap analysis with Solano County Subject Matter Experts (SME) based on the items in the Business Requirements document.
- Update the Project Plan based on gap analysis.
- Develop reports using the D365 out-of-the-box Report Wizard, SSRS reporting tools and Power BI.
- Implement role based security for up to 20 distinct positions
- Develop dashboards utilizing out-of-the-box D365 tools
- Provide post go-live implementation support.

Data Migration

We anticipate migrating data from the existing Solano County spreadsheets as appropriate to the HHS Case Management system. RSM will assist Solano County in identifying the data that needs to be migrated and the format the data needs to be in for migration. Solano County will obtain data specific to the Behavioral Health Resource Tracking system and address any clean up prior to data migration to align with project schedules.

Reporting

Out-of-the-box and custom SSRS reports will be leveraged for the initial go-live, unless otherwise documented. RSM will create, at maximum, ten (10) reports utilizing D365 out-of-the-box reporting tools, five (5) custom SSRS reports and five (5) Power BI worksheets. Users will be trained on the D365 reporting tools to create report modifications. Users can address additional reporting requirements using ad hoc query and export tools within D365.

Dashboards

RSM will create, at maximum, ten (10) system dashboards utilizing D365 out-of-the-box tools. Users will be trained on the creation of personal dashboards.

Configuration and Product Extensions

The project fee estimates are based on the implementation of the HHS Case Management system and models previously demonstrated from LA County, as defined in the Business Requirements. Should requirements change during the course of the implementation, RSM will prepare a Statement of Work with an estimate for the changes.

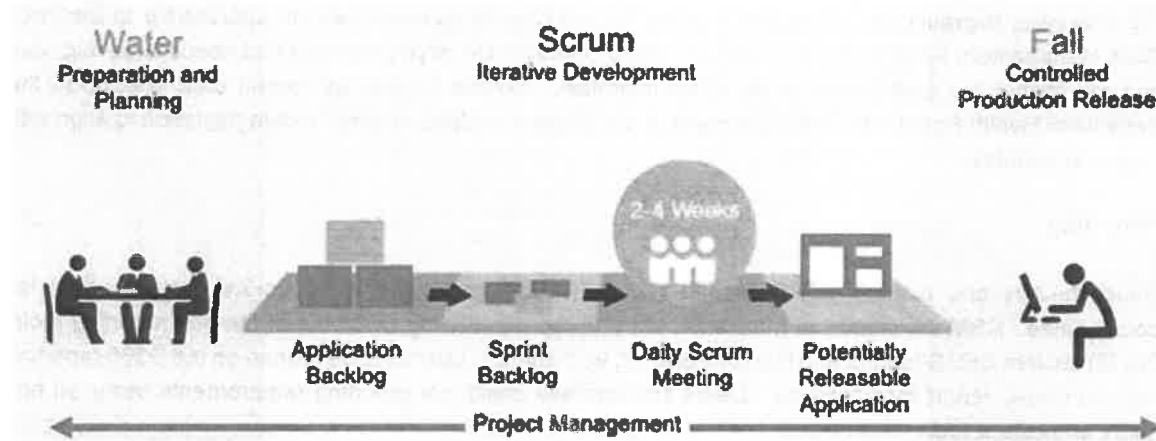
Project Management Approach

RSM's D365 Customer Engagement (CE) implementations are delivered via Water-Scrum-Fall methodology, which is a hybrid methodology combining the traditional Waterfall methodology with the Agile Scrum development methodology. This approach allows RSM to deploy an operational solution to Production which:

- Holistically meets the requirements of the project;
- Allows for training, deployment and support of new business functionality; and
- Provides for the learning curve associated with learning to use a brand new system.

Our approach focuses on the first fully operational release to Production. In the case of a multi-phased release, the remaining functionality will translate to a pure Agile approach, where the focus is solely on incremental business functionality, and no longer requires focus on a new system and new tools. This can be divided into phases based on business process with a single business process like Intake to be released to production in Water-Scrum-Fall and subsequent business processes released in Agile.

Water-Scrum-Fall methodology, depicted below, includes traditional release planning at the frontend of a project, followed by iterative development and configuration of the solution via Scrum sprints. The methodology ultimately concludes with controlled production release in a traditional Waterfall project deployment phase.



The Scrum iterative development approach allows the client to react to change and maximize the value of the solution at each stage of the project. This approach also allows the project team to receive feedback on feature development early, particularly before numerous downstream features are built upon it. Iterative development reduces overall project risk and cost by revealing issues, requirement clarifications, and changes through built-in user feedback cycles every two to four weeks, versus at the traditional end of the project where cost and risk is multiplied.

The proposed Microsoft D365 CE solution for the County will ultimately go live in a controlled production release, which encompasses final end-user training sessions and deployment rehearsal, ensuring necessary operations and support details are in place.

Project management activity, including risk, communication, issue, change, resource and task management, spans the duration of the project.

The implementation phases are as follows:

- Water Phase**—The Water Phase involves critical preparation for the ultimate success of the project. Water is the high-level planning and preparation phase that ensures that the engagement team, County and stakeholders have a clear and common vision of the project allowing for collaboration and cohesion. A detailed project schedule is defined in this phase. The application backlog is groomed and prioritized in this phase. A Sprint (Iteration) plan is defined. The number of sprints is dependent upon the volume of base requirements which need to be met to support a Minimally Viable Product. A Minimally Viable Product provides the minimum functionality needed to for a solution which is useable by the business community. This can be established in phases. Ground rules on the project are established and all team members and stakeholders understand each other's roles and responsibilities.
- Scrum Phase**—Leveraging the groomed application backlog and Sprint (iteration) plan, the engagement team begins their first development sprint following Agile Scrum methodology. The work in the first sprint is planned and largely comprised of the greatest business value features and user stories, as well as any necessary engineering tasks or issue resolutions. The project manager works with the County and team to make collaborative decisions on the sprint content based on the County's priorities and the work estimates provided by the team. Each sprint culminates in a Demo, where a demonstration of the integrated functionality which has been built and tested to date is demonstrated to the user community. This allows for exposure to the new solution by the business community in advance of the training and go live, and also supports a feedback loop to allow for course correction where requirements haven't been fully met. The methodology ultimately concludes with controlled production release in a traditional Waterfall project deployment phase.

- *Fall Phase*—Upon reaching launch readiness and appropriate application backlog delivery, User Acceptance Testing takes place, the final configuration is migrated to the production environment, end-user training is conducted and final go-live preparations are completed. The system is brought live and stabilized over the first few weeks and the project transitions to support.

Post Engagement Support

Implementing a software-as-a-service (SaaS) application differs from deploying custom-developed applications. RSM has developed specific project management practices to enhance usability for these implementations. Many of our clients adopt a post go-live stabilization period instead of a warranty. Since the SaaS product from Microsoft is warrantied from an uptime and quality perspective, the only work done by RSM is the configuration and testing, and support for a user acceptance testing (UAT) period performed by the County.

One of the major issues with any system implementation is user adoption. A warranty would imply that RSM would only fix bugs that prevent the application from working after go-live for a pre-designated period. This approach does not allow for adjustments to the system to facilitate user adoption during the critical roll-out period. RSM clients tend to see a higher value in a post go-live stabilization period when the RSM team handles user adoption tasks that the County deems necessary for the successful deployment of the application. After the designated period, the application then transitions into maintenance and operational support in a traditional model of Agile development. The stabilization period is a capacity model with enough times to correct any defects as well as allow for additional work to be performed that will enhance the user adoption.

For this project with Solano County, RSM is proposing 1.5 FTE capacity for the stabilization period of 1 month followed by maintenance and operations phase which is set for two months where, upon completion, transition of work items can be facilitated to Solano County. All work items regardless of bugs or new requirements will be prioritized by the County and tracked in a single workstream.

Summary of Key Elements of this Service Level Agreement (SLA)

This section provides a summary of the key provisions of each work stage of this Scope of Work. It is intended solely to provide clarity and is qualified in its entirety to the detailed provisions provided elsewhere in the Service Level Agreement.

During the implementation phase of the project the developed functionality will be tested and any defects will be logged with the following priority:

Severity Code	Definition	Go Live Status
1	A problem has made a critical application function unusable or unavailable and no workaround exists.	Resolution of 100% prior to launch
2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.	Goal is to fix all, any open will need County approval for go-live
3	A problem has diminished application functionality or performance causing the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the system's usability.	Fix on an opportunistic basis
4	A problem has diminished supportive application functionality or performance.	Fix on an opportunistic basis

Post go live stabilization period will consist of RSM providing capacity to support the system for items relating to its operation and user adoption. This period of 30 days will be at a fixed price and all work will be prioritized by Solano County staff. Defects that are reported during the stabilization time period will be prioritized along with other enhancement and user adoption activities. Solano County will be responsible for the prioritization and will monitor the response time SLA in context to other activities. .

Activities of the contractor and other state staff during this period can include:

- Configuration
- Development
- Report writing
- Requirements gathering
- Story writing
- Train the trainer session
- Training workshops with users
- Defect triage
- Documentation
- Integration
- Data migration

Capacity

All work during this area will be capped at 60 hours per week for 4 weeks. As items are estimated and prioritized, they will be scheduled to fit within this hour limit. The 60 hours includes all activities associated with the work including estimating, testing and meetings.

Response Time

Incident Reporting response time

All incidents that result in a defect will be reported to through the existing Solano County tier 1 help desk. From the point that it is determined that escalation is required, the defect will be logged with RSM through their support center and the following response times will apply:

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution Work Begins
1	15 minutes	2 hours	Every 30 min.	4 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	4 calendar days
4	1 hour	Next business day	Weekly	8 calendar days

Third Party Support

As incidents arise from errors generated from the platform or other third party software that the solution runs on, RSM will engage with the client and utilize any mechanism that is available to assist Solano County with resolution of the issue. Where possible, RSM will leverage tools and services available as designated partners of record with the software vendors to assist Solano County in resolution of any error or defect.

Solano County will measure Microsoft Dynamics 365 uptime against the terms contracted between the County and Microsoft. RSM will actively engage with Solano County on problem resolution of downtime caused by Microsoft but it will not be part of the warranty clause

Closure of Stabilization Period

Prior to the conclusion of the 30-day period, RSM will plan to transition all work in progress to the County. At 30 days, all incomplete work will be moved to the backlog and Solano County and RSM will create a sign-off document that closes off the period and ends this SLA. At Solano County's discretion, RSM will transition services to a support contract that will be separate and governed by the conditions within that agreement.

Engagement Team

Lyle Curry will be responsible for overseeing the engagement and the delivery of all Services to the County. As the Project Manager, Anita Fox will coordinate all fieldwork and project communications. Other personnel at the necessary skill and experience levels may be called upon to assist in this project as appropriate. RSM will seek to minimize any changes to project personnel in order to minimize transition overhead.

If any portion of the Services is performed on Client premises, RSM personnel shall observe policies regarding working conditions, building security and business hours, to the extent RSM personnel are made aware of such policies.

RSM has engaged Impresys Corporation as a subcontractor to provide the digital services and content generation for training. The cost for training is outlined and Impresys Corporation will act under RSM's full supervision throughout the project. RSM will be responsible for loading the training content into the County's learning management system. RSM will require that the County provide the required configuration information in order to allow the content to be hosted in the learning management system.

Third-Party Products

This Statement of Work includes the following with respect to Third-Party Hardware Products or Third-Party Licensed Products:

Solano Contract 03910-20

- Microsoft Dynamics 365
- Azure DevOps

Third-Party Licensed Products identified in Exhibit 2 hereto, are a Microsoft "Product" as defined in the "Microsoft Product Rider" executed in connection with the Agreement (or an amendment thereto). The terms set forth in the "Microsoft Product Rider" shall apply to such Microsoft Product whether provided under a resale agreement between RSM and Microsoft or through an Enterprise Agreement between Client and Microsoft.

The County acknowledges and agrees that the development, implementation and integration of business software systems is inherently not error-free and that corrections, "bugs" and defects arising prior to or subsequent to deployment are common. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client's data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM's, and that Client's End User License Agreement (EULA) or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels associated, with such Third-Party Licensed Product.

Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

RSM's Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations and understandings with the County:

Client will determine the extent of services it wishes RSM to provide and will undertake the responsibilities set forth in this Statement of Work.

Client will designate an employee or employees within its senior management who will make or obtain management decisions with respect to this Statement of Work on a timely basis.

Client will ensure that we have access to key people, facilities and data, and that all levels of County employees and contractors will cooperate with RSM. RSM will advise the Contract Manager where County staff are not providing appropriate cooperation or direction and advise the Contract Manager of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.

Client agrees that all assumptions set forth in this Statement of Work are accurate and agrees to provide RSM with such further information needed and which RSM can rely on to be accurate and complete. RSM will be entitled to rely on all County decisions and approvals made independently, and RSM will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.

Client will evaluate the adequacy and results of services and will let RSM know immediately of any problems or issues perceived in RSM personnel, services or deliverables.

To the extent RSM services or deliverables include the design or implementation of hardware or software systems, Client agrees to be responsible for making all management decisions. RSM will utilize best practices that are based on RSM expertise and knowledge of Microsoft systems as well as best practices developed based on our industry and project experience. These decisions include but are not limited to the systems to be evaluated and selected, the design of those systems, the controls to be tested, the security and system procedures to be implemented, the scope and timetable of the implementation, testing, training and conversion plan.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of Services, and the Fees charged, are also dependent on the County's timely and effective completion of responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by County management. The County will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out County responsibilities.

Deliverables and Fee Schedule

The project will be delivered in a fixed fee arrangement with milestone payments tied to a list of deliverables. RSM may submit individual Deliverable documents or submit aggregated Deliverable documents into packages for acceptance. RSM will support acceptance of the Deliverables by conducting reviews with stakeholders prior to submission.

The "Acceptance Period" for a Deliverable will be five (5) business days from formal submission unless otherwise mutually agreed upon by the parties. Failure to accept or reject a Deliverable within five (5) business days after the Acceptance Period has expired will be deemed acceptance. Feedback supplied after a Deliverable has been accepted will be handled through the change control process.

The Project is complete when all deliverables have been accepted.

Phase	Deliverable/ Format	Milestone Payment
RSM HHS Case Management Accelerator Intake, Case Management, Provider Management	Microsoft Dynamics 365 Login	\$90,000
Program: Preparation and Planning for 23 processes 65 entities 65 workflows 35 screens 20 end user roles 40 reports 20 dashboards 5 end user training session	Summary Project Gantt Schedule/ Excel	\$50,000
	System Security Strategy/ Word	
	Data Migration Strategy/ Word	
	Test Strategy/ Word	
	Training Strategy/ Word	
WPC Case Management: Preparation and Planning for 7 processes	Project Requirements / in Azure DevOps	\$20,000
	Project User Stories / in Azure DevOps	
	Project Test Plan/Word	
	Project Iteration Schedule/ Excel	
	Test results/ Excel	\$25,000

Phase	Deliverable/ Format	Milestone Payment
WPC Case Management: Iterative Development Iteration 1 Configuration of: 3 processes 8 entities 4 screens	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Iterative Development Iteration 2 Configuration of: 3 processes 8 entities 4 screens	Test results/ Excel	\$25,000
	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Iterative Development Iteration 3 Configuration of: 1 processes 4 entities 2 screens 20 reports 10 dashboards User roles	Test results/ Excel	\$25,000
	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Controlled Release 2 end user training sessions	Training materials/ LMS	\$104,000
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Final Security Matrix/ Excel	
	System documentation / Word	
Behavioral Health Resource Tracking: Preparation and Planning for 16 processes	Project Requirements / in Azure DevOps	\$30,000
	Project User Stories / in Azure DevOps	
	Project Test Plan/Word	
	Project Iteration Schedule/ Excel	

Phase	Deliverable/ Format	Milestone Payment
Behavioral Health Development Iteration 1 Resource Tracking: Iterative Development Iteration 1 Configuration of: 7 processes 20 entities 10 screens	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Iterative Development Iteration 2 Configuration of: 7 processes 20 entities 10 screens	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Iterative Development Iteration 3 Configuration of: 2 processes 15 entities 5 screens 20 reports 10 dashboards User roles	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
	Backlog / Excel	
	Defect log/ Excel	
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Controlled Release 3 end user training sessions	Training materials/ LMS	\$113,000
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Test results/ Excel	\$45,000

Phase	Deliverable/ Format	Milestone Payment
Stabilization and Operations: Month 1 1.5 FTE	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Stabilization and Operations: Month 2 1.5 FTE	Test results/ Excel	\$45,000
	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Stabilization and Operations: Month 3 1.5 FTE	Test results/ Excel	\$45,000
	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Total		\$782,000

Invoice Address

Invoices for our Services rendered pursuant to this Statement of Work will be sent to:

Solano County Health and Social Services Department
c/o Contracts Unit
275 Beck Avenue, MS 5-200
Fairfield, CA 94533

Acknowledgement and Acceptance

By the signatures of their duly authorized representatives below, RSM and Client, intending to be legally bound, acknowledge that they have read and agree to all of the provisions of this Statement of Work (including any Exhibits and Attachments hereto) as of the date set forth above. RSM and Client, and each signatory below, hereby represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the terms set forth in this Statement of Work.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

Solano County

By: Phillip Haase 

By: _____

Name: Phillip Haase

Name: Birgitta E. Corsello

Title: Principal
01/31/2020
12:24 PM EST

Title: County Administrator

Date: _____

Date: _____

EXHIBIT 3

HIPAA CONTRACTOR AGREEMENT

RSM US LLP

This Exhibit will constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and RSM US LLP (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), to the extent applicable to a "Business Associate" as defined within the meaning of 45 C.F.R. section 160.103 which may be applicable in connection with services to be performed by Contractor for 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 will 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. **Business Associate** 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 will 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 will 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 will 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. **Reserved.**
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 will 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 applicable to a Business Associate.

III. USES AND DISCLOSURES

Contractor will 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 will 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, will require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor will not disclose Protected 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 will 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 will not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor will not use or disclosed 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) will request, use and disclose only the minimum amount of Protected Health Information 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 will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

The County shall use reasonable efforts to disclose Protected Health Information to Contractor only to the extent minimally necessary for Contractor to perform its services.

V. APPROPRIATE SAFEGUARDS

1. Contractor will 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 will 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 will 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 will 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 will implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and will mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

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 will 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) business days of receipt of a written 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 will 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 will promptly forward the request to the County. Contractor will 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 will permit.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of written notice from County, 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 will be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the written request of the County, and in the time and manner as reasonably designed by the County, Contractor and its agents or subcontractors will 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 will 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 will forward within five (5) calendar days a written copy of the request to the County. It will be the County's responsibility to prepare and deliver any such accounting requested. Contractor will 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 will survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor will 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 Secretary of the U.S. Department of Health and Human for purposes of determining the Covered Entity's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor will 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. RESERVED.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor will 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 C.F.R. § 164.410. or security incident as soon as practicable upon discovery by telephone at 707-784-3198 and hss-compliance@solanocounty.com or 707-784-3198 and will include, to the extent possible, the identification of each Individual whose unsecured Protected 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 Covered entity requests.
3. A breach or unauthorized access, use or disclosure will 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 will 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 provide relevant information to the County upon request.
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 will 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 as applicable to a Business Associate and that Contractor (including its subcontractors) may be held liable and subject to penalties for its or their failure to comply with such applicable rules and regulations.
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 will 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; provided, however, that, if it is not feasible to destroy the Protected

Health Information or to return the Protected Health Information to the County, protections shall be extended to such information, in accordance with the provisions of subsection 3 below.

2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor, except as provided for in subsection 3 below.
3. Contractor will 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 will 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 will be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor 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.

Phillip Haase 

01/31/2020
12:24 PM EST

Contractor Signature