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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated August 5, 2025 and is between Computer Technologies U.S.A., LLC dba Blue Hill Data Services, a Florida limited liability company (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”). Contractor and County are also referred to herein as “Party” or “Parties”.

Recitals

A. The County relies upon its Property Management Information System (PMIS) to manage its property tax assessment, apportionment and collection system. The PMIS is used by both the Assessor-Recorder’s office (“Assessor”) and the Auditor-Controller/Treasurer-Tax Collector’s office (“ACTTC”) to perform these tax-related statutory functions.

B. The County is authorized to procure contracts that have been competitively bid by other government agencies and cooperative purchasing groups.

C. On February 15, 2023, the County of Alameda issued a Request for Proposal (RFP) No. 902251 for mainframe hosting services and the Contractor, the highest-scoring responsive bidder, was awarded the contract.

D. The County now wishes to engage the Contractor for mainframe hosting services on behalf of the Assessor and ACTTC according to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all the services fully described in Exhibit A of this Agreement, entitled “**Scope of Services**,” and Exhibit F of this Agreement, entitled “**Service Level Agreements (“SLA”)**” which are incorporated herein by reference.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable provisions of federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor and

1 employment, and confidentiality laws and regulations.

2 1.4 **Coordination of Work.** The Contractor shall coordinate all migration/transition work
3 with the County to minimize any interruptions to the normal PMIS County operations, through
4 the appointee as identified in section 2.1 of this Agreement.

5 1.5 **Patent, Copyright, and Trade Secrets.** The Contractor further represents and
6 warrants that the services provided under this Agreement do not infringe upon or violate the
7 United States patent of rights of any third party and do not infringe upon or violate the copyright
8 or trade secret right of any third party. Contractor shall hold the County, its officers, agents, and
9 employees, harmless from liability of any nature or kind, including costs and expenses
10 (including attorney's fees and costs), for infringement or use of any copyrighted or
11 uncopyrighted composition, secret process, patented or unpatented invention, article or
12 appliance furnished or used in connection with this Agreement. This section survives the
13 termination of this Agreement.

14 1.6 **ADA Compliance.** The Contractor's services shall comply with the Americans with
15 Disabilities Act of 1990 (ADA) to the extent applicable and shall be the sole responsibility of the
16 Contractor. The Contractor shall indemnify, defend, and hold the County its officers, agents, and
17 employees harmless from liability of any nature or kind, including costs and expenses (including
18 attorney's fees and costs) arising from the Contractor's non-compliance therewith, including
19 compliance with ADA Section 508 of the Rehabilitation Act of 1973. This section survives the
20 termination of this Agreement.

21 **Article 2**

22 **County's Responsibilities**

23 2.1 **County Contract Administrator.** The County appoints the Auditor-
24 Controller/Treasurer-Tax Collector, or their designee, as its Contract Administrator. The
25 Contract Administrator has full authority to engage with the Contractor and to oversee all
26 matters related to compliance, contract extensions, and performance under this Agreement.

27 2.2 **Contractor Access.** The County shall ensure that the Contractor's consultants are
28 provided with access to the County's network and systems as needed.

1 page of this Agreement and terminates on December 31, 2026, except as provided in section
2 4.2, "Extension," or Article 6, "Termination and Suspension," below.

3 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
4 year periods only upon written approval of both parties at least 30 days before the first day of
5 the next one-year extension period. The Auditor-Controller/Treasurer-Tax Collector or his or her
6 designee is authorized to sign the written approval on behalf of the County based on the
7 Contractor's satisfactory performance. The extension of this Agreement by the County is not a
8 waiver or compromise of any default or breach of this Agreement by the Contractor existing at
9 the time of the extension whether or not known to the County.

10 **Article 5**

11 **Notices**

12 5.1 **Contact Information.** The persons and their addresses having authority to give and
13 receive notices provided for or permitted under this Agreement include the following:

14 **For the County:**

15 Auditor-Controller/Treasurer-Tax Collector
16 County of Fresno
17 Hall of Records, Room 105
18 2281 Tulare Street
19 Fresno, CA, 93721
20 FresnoAuditor@fresnocountyca.gov

21 **For the Contractor:**

22 Thomas Laudati
23 Executive Director, Service Delivery and CTO
24 Blue Hill Data Services® | CAPS
25 Computer Technologies U.S.A LLC Companies
26 2 Blue Hill Plaza
27 Pearl River, NY 10965
28 TLaudati@BlueHillData.com

23 5.2 **Change of Contact Information.** Either Party may change the information in section
24 5.1 by giving notice as provided in section 5.3.

25 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
26 for or permitted under this Agreement must be in writing, state that it is a notice provided under
27 this Agreement, and be delivered either by personal service, by first-class United States mail, by
28 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable

1 Document Format (PDF) document attached to an email.

2 (A) A notice delivered by personal service is effective upon service to the recipient.

3 (B) A notice delivered by first-class United States mail is effective three County
4 business days after deposit in the United States mail, postage prepaid,
5 addressed to the recipient.

6 (C) A notice delivered by an overnight commercial courier service is effective one
7 County business day after deposit with the overnight commercial courier
8 service, delivery fees prepaid, with delivery instructions given for next day
9 delivery, addressed to the recipient.

10 (D) A notice delivered by telephonic facsimile transmission or by PDF document
11 attached to an email is effective when transmission to the recipient is
12 completed (but, if such transmission is completed outside of County business
13 hours, then such delivery is deemed to be effective at the next beginning of a
14 County business day), provided that the sender maintains a machine record of
15 the completed transmission.

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 6**

21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 60 days' advance written notice to the
25 Contractor, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

1 **6.2 Termination for Breach.**

2 (A) Upon determining that a breach (as defined in paragraph (C) below) has
3 occurred, the County may give written notice of the breach to the Contractor.

4 The written notice may suspend performance under this Agreement and must
5 provide at least 30 days for the Contractor to cure the breach.

6 (B) If the Contractor fails to cure the breach to the County’s satisfaction within the
7 time stated in the written notice, the County may terminate this Agreement
8 immediately.

9 (C) For purposes of this section, a breach occurs when, in the determination of the
10 County, the Contractor has:

- 11 (1) Obtained or used funds illegally or improperly.
- 12 (2) Failed to comply with any part of this Agreement.
- 13 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 14 (4) Improperly performed any of its obligations under this Agreement.

15 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
16 County may terminate this Agreement by giving at least 60 days advance written notice to the
17 Contractor.

18 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
19 under this Article 6 is without penalty to or further obligation of the County.

20 **6.5 County’s Rights upon Termination.** Upon termination for breach under this Article
21 6, the County may demand repayment by the Contractor of any monies disbursed to the
22 Contractor under this Agreement that, in the County’s sole judgment, were not expended in
23 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
24 demand. This section survives the termination of this Agreement.

25 **6.6 Obligations upon Termination.** Upon termination of this Agreement for any reason,
26 Contractor may promptly suspend performance of all in-scope services that would otherwise
27 have been provided pursuant to this Agreement. In the event of termination or at the expiration
28 of the term, Contractor shall assist the County in ensuring orderly transition of services. The

1 County shall notify Contractor as to its requests concerning the disposition of tapes, files and
2 other material and Contractor shall follow such instructions provided that Contractor's
3 reasonable and customary price to do so shall be paid to Contractor in advance.

4 **6.7 Disengagement Services from Contractor.** Standard disengagement activities are
5 included in the contracted services. Some examples of additional costs to the County during a
6 transition from the Contractor may include:

- 7 a. Shipping – County requested return of media and/or County owned equipment.
8 The County can provide a shipping account number or Contractor can pay the
9 expense and invoice the County.
- 10 b. Tape Destruction – Contractor will provide a quote at time of request. Certificate
11 of destruction will be provided.
- 12 c. Disk Erase – Contractor will provide a quote at time of request. The Contractor's
13 Technical Engineer will complete the erase process or certified by a recognized
14 trade association or similar third party.
- 15 d. Technical Services – any special requests for out-of-scope support services will
16 be quoted at Contractor's standard hourly rate at the time of request. If travel is
17 required, all travel expenses will be billed back to the County.

18 **Article 7**

19 **Independent Contractor**

20 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
21 agents, employees, and volunteers, is at all times acting and performing as an independent
22 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
23 venturer, partner, or associate of the County.

24 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the
25 manner or method of the Contractor's performance under this Agreement, but the County may
26 verify that the Contractor is performing according to the terms of this Agreement.

27 **7.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
28 right to employment rights or benefits available to County employees. The Contractor is solely
responsible for providing to its own employees all employee benefits required by law. The
Contractor shall save the County harmless from all matters relating to the payment of
Contractor's employees, including compliance with Social Security withholding and all related

1 regulations.

2 7.4 **Services to Others.** The parties acknowledge that, during the term of this
3 Agreement, the Contractor may provide services to others unrelated to the County.

4 **Article 8**

5 **Indemnity and Defense**

6 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
7 County (including its officers, agents, employees, and volunteers) against all claims, demands,
8 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
9 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
10 the performance or failure to perform by the Contractor (or any of its officers, agents,
11 subcontractors, or employees) under this Agreement. The County may conduct or participate in
12 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
13 defend the County.

14 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

15 **Article 9**

16 **Insurance**

17 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
18 Agreement, entitled "**Insurance Requirements**" which is incorporated herein by reference.

19 **Article 10**

20 **Ownership of Data**

21 10.1 **Ownership of Data.** The parties acknowledge and agree that all the County's data
22 (Data), is and shall remain the exclusive property of the County. The Contractor acknowledges
23 that in performing its obligations under the Agreement it may have access to the County's
24 networks and Data. The Contractor shall use and access such Data only as necessary for the
25 purpose of providing the services and supporting the Property Management Information System
26 Software as agreed and shall adhere to the Confidentiality and Data Security provisions of this
27 Agreement in using and accessing the Data as provided in Article 11 below.

1 **Article 11**

2 **Confidentiality and Data Security**

3 11.1 **Confidentiality.** The County and the Contractor may have access to information that
4 the other considers to be a trade secret as defined in California Government Code section
5 7924.510(f).

6 11.2 Each Party shall use the other's information only to perform its obligations under, and
7 for the purposes of, this Agreement. Neither Party shall use the information of the other Party for
8 the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the
9 same manner in which it protects its own information of like kind, but in no event shall either
10 Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the
11 information.

12 11.3 The Contractor shall not disclose the County's Data except to any third parties as
13 necessary to deliver and operate the services required under this Agreement.

14 11.4 Upon termination of the Agreement, or upon a Party's request, each Party shall
15 return to the other all information of the other in its possession. All provisions of this Agreement
16 relating to confidentiality, ownership, and limitations of liability shall survive the termination of
17 this Agreement.

18 11.5 All services performed by the Contractor shall be in strict conformance with all
19 applicable Federal, State of California, and/or local laws and regulations relating to
20 confidentiality, including but not limited to, California Civil Code, California Welfare and
21 Institutions Code, California Health and Safety Code, California Code of Regulations, and the
22 Code of Federal Regulations.

23 11.6 **Data Security.** The Contractor shall be responsible for the privacy and security
24 safeguards, as identified in Exhibit E, entitled "**Data Security**" which is incorporated herein by
25 reference. To the extent required to carry out the assessment and authorization process and
26 continuous monitoring, to safeguard against threats and hazards to the security, integrity, and
27 confidentiality of any County Data collected and stored by the Contractor, the Contractor shall
28 afford the County access as necessary at the Contractor's reasonable discretion, to the

1 Contractor's facilities, installations, and technical capabilities. If new or unanticipated threats or
2 hazards are discovered by either the County or the Contractor, or if existing safeguards have
3 ceased to function, the Party which discovered the issue shall immediately bring it to the
4 attention of the other Party.

5 **Article 12**

6 **Inspections, Audits, and Public Records**

7 12.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 12.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

22 (A) The County may voluntarily, or upon request by any member of the public or
23 governmental agency, disclose this Agreement to the public or such
24 governmental agency.

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any
27 record or data that the Contractor may provide to the County, unless such
28 disclosure is prohibited by court order.

1 (C) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure under the Ralph M. Brown Act (California
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
4 54950).

5 (D) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure as a public record under the California
7 Public Records Act (California Government Code, Title 1, Division 7, Chapter
8 3.5, beginning with section 6250) ("CPRA").

9 (E) This Agreement, and any record or data that the Contractor may provide to the
10 County, is subject to public disclosure as information concerning the conduct of
11 the people's business of the State of California under California Constitution,
12 Article 1, section 3, subdivision (b).

13 (F) Any marking of confidentiality or restricted access upon or otherwise made with
14 respect to any record or data that the Contractor may provide to the County
15 shall be disregarded and have no effect on the County's right or duty to
16 disclose to the public or governmental agency any such record or data.

17 **12.4 Public Records Act Requests.** If the County receives a written or oral request
18 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
19 and which the County has a right, under any provision of this Agreement or applicable law, to
20 possess or control, then the County may demand, in writing, that the Contractor deliver to the
21 County, for purposes of public disclosure, the requested records that may be in the possession
22 or control of the Contractor. Within five business days after the County's demand, the
23 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
24 possession or control, together with a written statement that the Contractor, after conducting a
25 diligent search, has produced all requested records that are in the Contractor's possession or
26 control, or (b) provide to the County a written statement that the Contractor, after conducting a
27 diligent search, does not possess or control any of the requested records. The Contractor shall
28 cooperate with the County with respect to any County demand for such records. If the

1 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
2 CPRA or other applicable law, it must deliver the record or data to the County and assert the
3 exemption by citation to specific legal authority within the written statement that it provides to
4 the County under this section. The Contractor's assertion of any exemption from disclosure is
5 not binding on the County, but the County will give at least 10 days' advance written notice to
6 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
7 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
8 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
9 failure to produce any such records, or failure to cooperate with the County with respect to any
10 County demand for any such records.

11 **Article 13**

12 **Disclosure of Self-Dealing Transactions**

13 13.1 **Applicability.** This Article 13 applies if the Contractor is operating as a corporation
14 or changes its status to operate as a corporation.

15 13.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
16 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
17 "Self-Dealing Transaction Disclosure Form," attached as Exhibit C to this Agreement, and
18 submitting it to the County before commencing the transaction or immediately after.

19 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
20 a party and in which one or more of its directors, as an individual, has a material financial
21 interest.

22 **Article 14**

23 **General Terms**

24 14.1 **ACTTC** means the County Auditor-Controller/Treasurer-Tax Collector or his or her
25 designee.

26 14.2 **ASR or Assessor** means the County Assessor-Recorder or his or her designee.

27 14.3 **CIO** means the County's Director of IT Services/Chief Information Officer or his or
28 her designee.

1 14.4 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
2 Agreement may not be modified, and no waiver is effective, except by written agreement signed
3 by both parties. The Contractor acknowledges that County employees have no authority to
4 modify this Agreement except as expressly provided in this Agreement.

5 14.5 **Non-Assignment.** Neither Party may assign its rights or delegate its obligations
6 under this Agreement without the prior written consent of the other Party.

7 14.6 **Governing Law.** The laws of the State of California govern all matters arising from
8 or related to this Agreement.

9 14.7 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
10 County, California. Contractor consents to California jurisdiction for actions arising from or
11 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
12 brought and maintained in Fresno County.

13 14.8 **Construction.** The final form of this Agreement is the result of the Parties' combined
14 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
15 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
16 against either Party.

17 14.9 **Days.** Unless otherwise specified, "days" means calendar days.

18 14.10 **Headings.** The headings and section titles in this Agreement are for convenience
19 only and are not part of this Agreement.

20 14.11 **Severability.** If anything in this Agreement is found by a court of competent
21 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
22 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
23 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
24 intent.

25 14.12 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
26 not unlawfully discriminate against any employee or applicant for employment, or recipient of
27 services, because of race, religious creed, color, national origin, ancestry, physical disability,
28 mental disability, medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
2 all applicable State of California and federal statutes and regulation.

3 14.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
4 of the Contractor under this Agreement on any one or more occasions is not a waiver of
5 performance of any continuing or other obligation of the Contractor and does not prohibit
6 enforcement by the County of any obligation on any other occasion.

7 14.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
8 between the Contractor and the County with respect to the subject matter of this Agreement,
9 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature unless those things are expressly included in
11 this Agreement. If there is any inconsistency between the terms of this Agreement without its
12 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
13 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
14 exhibits.

15 14.15 **Assurance of Performance.** If at any time County believes Contractor may not be
16 adequately performing its obligations under this Agreement or that Contractor may fail to
17 complete the Services as required by this Agreement, County may request from Contractor
18 prompt written assurances of performance and a written plan acceptable to County, to correct
19 the observed deficiencies in Contractor's performance. Contractor shall provide such written
20 assurances and written plan within ten (10) calendar days of its receipt of County's request and
21 shall thereafter diligently commence and fully perform such written plan. Contractor
22 acknowledges and agrees that any failure to provide such written assurances and written plan
23 within the required time is a material breach under this Agreement.

24 14.16 **Advertising or Publicity.** Contractor shall not use the name of County, its officers,
25 directors, employees or agents, in advertising or publicity releases or otherwise without securing
26 the prior written consent of County in each instance.

27 14.17 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
28 create any rights or obligations for any person or entity except for the parties.

1 14.18 **Authorized Signature.** The Contractor represents and warrants to the County that:

2 (A) The Contractor is duly authorized and empowered to sign and perform its
3 obligations under this Agreement.

4 (B) The individual signing this Agreement on behalf of the Contractor is duly
5 authorized to do so and his or her signature on this Agreement legally binds the
6 Contractor to the terms of this Agreement.

7 14.19 **Electronic Signatures.** The parties agree that this Agreement may be executed by
8 electronic signature as provided in this section.

9 (A) An “electronic signature” means any symbol or process intended by an
10 individual signing this Agreement to represent their signature, including but not
11 limited to (1) a digital signature; (2) a faxed version of an original handwritten
12 signature; or (3) an electronically scanned and transmitted (for example by
13 PDF document) version of an original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this
16 Agreement for all purposes, including but not limited to evidentiary proof in any
17 administrative or judicial proceeding, and (2) has the same force and effect as
18 the valid original handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
21 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

22 (D) Each Party using a digital signature represents that it has undertaken and
23 satisfied the requirements of Government Code section 16.5, subdivision (a),
24 paragraphs (1) through (5), and agrees that each other Party may rely upon
25 that representation.

26 (E) This Agreement is not conditioned upon the parties conducting the transactions
27 under it by electronic means and either Party may sign this Agreement with an
28 original handwritten signature.

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COMPUTER TECHNOLOGIES U.S.A., LLC COUNTY OF FRESNO
3 DBA BLUE HILL DATA SERVICES

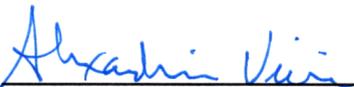
4 Signed by:

5 Thomas Laudati
6 Executive Director, Service Delivery and CTO

7 2 Blue Hill Plaza
8 Pearl River, NY 10965


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

11 For accounting use only:

12 ACTTC
13 Org No.: 04100100
14 Account No.: 7296
15 Fund No.: 0001
16 Subclass No.: 10000

17 Assessor Recorder
18 Org: 04200100
19 Account: 7296
20 Fund: 0001
21 Subclass: 10000

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Scope of Services

1. Contractor shall provide mainframe hosting services with the Specific Requirements and Deliverables set on this Exhibit A, consisting of the following:

Specific Requirements and Deliverables

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Thomas Laudati	Executive Director, Service Delivery and Chief Technology Officer	845-875-7027	TLaudati@BlueHillData.com
Peter Piasentini	Chief Security Officer and Senior Director, Network Services	845-875-7042	PPiasentini@BlueHillData.com
Michael Woods	Senior Director, Mainframe Services	845-875-7043	MWoods@BlueHillData.com
Blair J. Monroe	Senior Director, Client Services and Service Desk	954-873-1228	BMonroe@BlueHillData.com
Donna Bahnfleth	Account Manager	845-875-7098	DBahnfleth@BlueHillData.com
Ana Andrade	Director Enterprise Operations	845-875-7058	AAndrade@BlueHillData.com
Nigel Jhagroo	Director, Production Control	845-875-7023	NJhagroo@BlueHillData.com
Mike Whaley	Manager, Service Desk	845-875-7030	MWhaley@BlueHillData.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

1 SPECIFIC REQUIREMENTS

2 General

3
4 a. The Contractor or the mainframe hosting provider represents that they are Criminal Justice Information Services (CJIS) Compliant.

5 All solutions and services are customized per CJIS Compliance
6 Requirements.

7 b. The general user support must be during 8:00 a.m. to 5:00 p.m. Monday
8 through Friday Pacific Time zone for planned work/activities during the
9 workdays.

10 Contractor operates on a 24/365 basis and will support the County during
11 the required timeframe.

12 c. The Contractor must provide technical support for incidents and outages
13 24 hours, 7 days a week, 365 days a year.

14 Contractor operates on a 24/365 basis and will provide the required
15 technical systems support during incident and outages.

16 d. The Mainframe hosting provider must ensure that the County's data is not
17 hosted offshore or transmitted unencrypted.

18 All Contractor represents that its data centers are located in the
19 Continental United States and all services are provided from On-Shore
20 U.S.A. The Contractor represents that all County's data will remain within
21 the continental United States.

22 The Contractor's solutions also include a secure and encrypted VPN. All
23 data is encrypted during transit.

24 e. The Contractor will assign a Project Manager who will be dedicated to the
25 County as the point of contact during the transition and migration to the
26 Contractor and will have overall responsibility for the project plan and
27 weekly team meeting agenda, including managing the Open Items list.
28 The Project Manager will work with the designated County Project
Manager throughout the transition and migration project.

f. The Contractor must provide a dedicated project manager to manage
implementation for the duration of this Agreement.

Upon transition and migration, the assigned Project Manager will become
the County's Account Manager and will be dedicated to the County as the
operational point of contact during business hours and will also be
available 24/365.

- g. The support staff must be CJIS Compliant passing Department of Justice (DOJ) background checks, and certifications will be updated at required intervals.

Contractor agrees with these security measures.

The Services. The following shall constitute the “Services” to be provided by Contractor to County pursuant to this Agreement:

Contractor will transition County’s mainframe applications from County’s existing processing facility to Contractor’s production facility in Pearl River, NY within the timeframe provided in Section 10. below, entitled “Migration Services and Transition.”

Contractor will implement and support the solution and services, including:

- (a) Contractor will build the required County mainframe processing environment (CPU, Tape and DASD/Storage) in its secure SOC2 Type 2 (SSAE 18) compliant data center in Pearl River, NY.
- (b) Contractor will support and manage the mainframe and all associated hardware and provide technical and operational support on a 24/365 basis and as defined in section 3. Roles and Responsibilities.
- (c) Contractor will implement a redundant network connection between County and Contractor’s sites.
- (d) Contractor will provide a full Disaster Recovery solution and support services.

Description of the Services.

Technical Capabilities and Solution Overview

- a. The Contractor’s solution for the County, encompasses phased migration approach for a complete IBM Mainframe hosting services offering with full management of the Mainframe processing platform and 24/365 service delivery. Contractor will provide the County with a dedicated environment on a zSeries platform. All hardware and software are supplied by the Contractor and is fully supported on a 24/365 basis.
- b. The Contractor provides the County with a dedicated environment on an IBM zSeries platform with 4 MSUs with the ability to scale. Required DASD and virtual tape requirements are also included.
- c. The Contractor will provide full transition planning and migration services to seamlessly transition and migrate the County’s environment to our state-of-the-art, SOC 2 Type 2 and SOC 1 Type 2 (SSAE 18), PCI-DSS, and CJIS compliant data center facility in Pearl River, NY. Our dedicated Disaster Recovery solution will be provided from one of our backup data center facilities in Connecticut or New Jersey.
- d. **The migration team who transitions the county to contractor will be the same team who manages the county day-to-day requirements post migration.** All services will be delivered from On-Shore USA.

1 e. The contractor will provide the following 24/365 Proposed Services:

2 **Mainframe Hosting services**

3 **24/365 Service Delivery**

4 Contractor will migrate the County from the existing ACF2 security tool currently in-place
5 at the County to RACF.

6 Contractor compliances include:

- 7 • SOC2 Type 2 (SSAE 18) compliant data center
- 8 • PCI-DSS Data Center Security
- 9 • Trustwave (PCI-DSS) Network Compliant
- 10 • EU-U.S. and Swiss-U.S. Data Privacy Framework Certified
- 11 • TRUSTe Privacy Certified (by TrustArc)
 - 12 • Cloud Privacy Certification
 - 13 • Website Privacy Certification
- 14 • CJIS Compliant
- 15 • IRS Publication 1075 Compliant
- 16 • MARS-E Compliant
- 17 • HIPAA compliant
- 18 • ISO27001 compliant
- 19 • HIPAA certified employees (mandatory)
- 20 • Cyber security awareness training for all employees (mandatory)

21 **Support Services**

- 22 • Technical Systems Support for IBM OS software and ISV/Third Party software
- 23 • Security Administration
- 24 • Operations Support / Monitoring
- 25 • Production Control / Job Scheduling (CA7)
- 26 • Service Desk / ticket integration with ServiceNow
- 27 • Project Management for the transition and migration to Contractor
- 28 • Dedicated Account Management
- Mainframe Applications Programmer Support (at an hourly rate with a baseline minimum retainer hour per month) see Exhibit B

29 **CPU**

- 30 • 4 MSUs on an IBM z/Series mainframe
 - 31 • Rolling 4-hour average
- 32 • 1 LPARs
- 33 • Adequate number of FICON channels to peripheral devices, e.g., tape and disk

34 **DASD**

- 35 • 6 TB disk storage

36 **Software**

- 37 • IBM operating systems software provided by Contractor
- 38 • IBM IPLA software provided by Contractor
- Certain 3rd Party Software products provided by Contractor (see Section 1 Software Resources)

- All other software provided by the County

Tape

Contractor will provide the following for the existing Physical Tape environment:

- Full tape services: library, receiving, identification, mounting and rotation for required backups
- Required tape drives
- Daily incremental and weekly full backups
- Offsite tape storage
- All media provided by the County (Only if additional tape media is required)

Contractor provides a Virtual Tape Solution utilizing SecureAgent's Secure Data Virtual Tape Subsystem

- Required virtual drives
- Data compression and encryption
- Follow County's backup schedule, rotation, and retention policy
- Replicated to the DR facility
- SecureAgent
- SecureAgent Software® - Meeting Government Requirements

Network Communication

Contractor shall provide eight (8) Mbps secure VPN internet connectivity from Contractor's facility to the County's facility.

- Fully redundant BGP Internet access is provided across multiple providers (utilizing four ISPs for N+3 redundancy)
- Bandwidth usage is not rate limited.
- The Contractor will procure and manage the hardware at the County and Contractor facilities
- The Contractor will monitor and support the network:
 - Support exclusive network connectivity to the County's data center
 - Support Internet Protocol (IP) firewalling of inbound traffic

Disaster Recovery

Contractor will provide a dedicated DR solution utilizing physical tape or virtual tape to recover the County's applications during testing and a declared disaster

- Equivalent hardware (CPU, Disk, Tape) at one of our DR facilities
- Full DR testing coordination and documentation
- One test per year; unlimited test time

Contractor will customize the existing DR plan during the transition process; the migration to Contractor is similar to a DR test. Contractor will maintain and test the plan in conjunction with the County throughout the term of our agreement. This ensures that all necessary resources are in place and tested. Components of the systems and infrastructure that are tested will be detailed in the County's customized DR plan.

Implementation and Training

Contractor will migrate the County's mainframe environment to their fully redundant data center utilizing virtual tape replication to a fully pre-staged hardware and software

1 environment configured with dedicated LPARs for the required workloads, with minimal
 2 changes.

3 The entire configuration environment will be completely pre-staged in advance of the
 4 actual migration testing process. Trial migrations will be performed to test for successful
 operation of the final transfer plan.

- 5 • Project Management for the transition and migration to Contractor

6 Seamless Transition/Migration Plan will be provided by the Contractor to the County.

7 Knowledge Transfer (KT) of the Mainframe environment will be performed by Contractor
 8 staff based on functional responsibility. Contractor will review the County's
 9 documentation and follow up with the County if they are not up to date. Training begins
 when they observe the current practices, procedures, and policies. Contractor will
 10 conduct the KT virtually or on-site, as required, to fully define and gain a full
 11 understanding of the Mainframe environment, including production, testing, quality
 assurance, etc., and conduct due diligence on each environment separately.

12 The same team that conducts the initial knowledge transfer with the
 13 County will be the same team who will support the County throughout the engagement.
 There will be no handoffs.

14 After the knowledge transfer is complete, Contractor will continue to train
 15 and educate additional Contractor's staff as backup for vacation, illness,
 so, the County can be assured Contractor will meet or exceed all required service levels

16 **The County will Retain**

- 17 • Application Programmer (logical support), which is offered to the County as an
 option within this contract.
- 18 • Applications Services
- 19 • In-house Printing.

20 (f) The Contractor will manage and coordinate all software and Operating System (OS)
 patches and upgrades.

21 (1) Technical Systems Support Services provided include:

- 22 (a) Maintaining IBM and Third-Party operating system software
- 23 (b) Performing OS system administration:
 - 24 ○ Providing version level upgrades and new installs
 - 25 ○ Applying PTFs, which includes reviewing Vendor
 alerts and hot-fix patches regularly
- 26 (c) Applying security alerts and hot fixes
- 27 (d) Scheduling vendor maintenance upgrades
- 28 (e) Capacity planning and performance monitoring/tuning
- (f) Suggestions/solutions for improved system performance
- (g) Timely response to issues observed or reported through
 Contractor 's operations team
- (h) Troubleshooting with vendors – providing general OS technical
 support; responding to questions targeted at OS engineering

- 1 (i) Coordination on behalf of the County with communications
- 2 vendors and network providers as required. Be familiarized with
- 3 the County's Change Control process for all production impactful
- 4 work that the Contractor needs to perform
- 5 (j) Application problem resolution assistance
- 6 (k) Managing CPU, disk, and tape utilization
- 7 (l) Setting up additional mainframe resources
- 8 (m) Providing OS support requirements for device changes
- 9 (n) Executing County's-defined backup procedures
- 10 (o) Performing restores as necessary, ad-hoc dataset through full
- 11 volume recovery. Individual data set restoration requests as
- 12 needed
- 13 (p) Providing timely technology information updates to keep the
- 14 County current in terms of new technology solution offerings as a
- 15 way to stay abreast of best of breed solutions.

16 (2) Security Administration

17 Contractor's Mainframe Technical Support team is responsible for

18 Security Administration functions in the Mainframe environment. This

19 group works with the County's security staff to maintain the Mainframe

20 security environment as directed by the County. This includes functions

21 such as create, modify, and delete logon ids, secure CICS transactions

22 and datasets, set system wide security parameters to meet the County's

23 security requirements, monitor the security environment, and produce

24 reporting per County requests. The County's existing current change

25 control process and security procedures to handle Security Administration

26 functions are followed or modified per County approval.

27 The first step is to perform due diligence with the County to become

28 familiar with the existing Mainframe security structure, requirements,

processes, and procedures. Then, any new requirements or changes to

the existing environment requested by the County are reviewed. A plan is

then developed to ensure that the County and Contractor agree with the

direction of moving security administration functions to the Contractor

team. Once the plan is accepted, dates are set for the due diligence

period and the date that Contractor will become the primary Security

Administrator for the Mainframe environment.

(3) System monitoring

Contractor will comply with the following requirements:

- Alerting for full or partial outages
- Alerting for Central Processing Unit (CPU) capping events
- Alerting for Storage capacity thresholds

(4) Production Control/Job Scheduling

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Contractor provides Production Control and Job Scheduling for Batch Job Management, including the following tasks:

- (a) Work with the County’s mainframe development staff to create, modify and delete schedules
- (b) Become familiar with your application and business as it relates to batch processing requirements and timeframes
- (c) Assist Operations with scheduling/changes to schedule if necessary to ensure schedules start as planned and run correctly in a timely manner
- (d) Use the County’s current scheduling software and processes to create, change, and set up all production control schedules
- (e) Adopt the County’s current Change Control Process as it relates to applications, unless otherwise requested
- (f) Work with the County prior to transition to identify lines of communication between the County and Contractor, including identification of personnel with the authority to approve scheduler changes
- (g) Receive new schedules and schedule changes from the County’s application teams and enter them into the scheduling products
- (h) Ensure jobs that transmit reports execute properly
- (i) Assist Operations if there are scheduling issues monitoring production processing and respond to errors based on pre-defined actions
- (j) Assist Operations if needed to recover failed jobs as they occur
- (k) Resolve production problems based on our knowledge of the County’s processing in adherence with the level of authority that we have been given
- (l) Make outgoing calls to appropriate County personnel based on defined call schedules and will assist in resolving production issues
- (m) Review any issues that occurred with the prior night’s production and work with the County in order to implement permanent fixes where possible.

(5) Computer Operations Support

The Contractor Operations Support team is responsible for managing and monitoring the Contractor command center, consoles, systems, production control/job scheduling, and service desk support for the County on a 24/365 basis.

- (a) Monitoring production processing and responding to errors based on pre-defined actions
- (b) Monitoring of operating system consoles
- (c) Monitoring of jobs and critical applications
- (d) Monitoring systems for ABENDS
- (e) Ensuring jobs that transmit reports execute properly
- (f) Recovering failed jobs as they occur
- (g) Notifying and escalating to the County’s application support team
- (h) Notifying and escalating to Contractor Infrastructure support teams
- (i) Documenting of cause and nature of both scheduled and unscheduled outages

- 1 (j) Responding to system messages and requests for resources as required
- 2 (k) Reporting equipment issues and contacting the County when appropriate
- 3 (l) Daily tape handling services, if applicable; incremental backups and full volume backups
- 4 (m) County notification of FTP transmissions

5 Contractor's staff of operations will manage the day-to-day tasks involving the
 6 County's mainframe platform, freeing the staff to concentrate on their core
 7 business.

8 (6) Service Desk

9 The Contractor will provide Service Desk services 24/365 to support all
 10 Contractor offerings and platforms. The Contractor Service Desk acts as
 11 the single point of contact by phone call or email for the County and
 12 support staff, for problem notification and incident management. The
 13 Service Desk Analyst will proactively work with County Staff to resolve
 14 requests and issues upon initial contact, and coordinates escalation and
 15 follow-up with support teams.

16 The Contractor's Service Desk provides immediate response to
 17 problems/requests, as well as formal escalation and resolution
 18 procedures. The Service Desk prioritizes problems/requests according to
 19 severity levels. The resolution of a problem focuses on the permanent
 20 repair or elimination of the cause of the problem, including a satisfactory
 21 explanation of the problem (and the resolution) back to Level 1 Service
 22 Desk Analyst, who remains the primary interface with the County.

23 The Contractor customizes their Service Level of Agreement (SLAs
 24 Exhibit F) to meet the County's specific needs. The Contractor Dedicated
 25 Account Manager prepares monthly reports for the County's monthly
 26 performance review meetings. Included in these reports are the approved
 27 set of SLA metrics; both the SLA measurement and the SLA objective, as
 28 well as the actual reports. The metrics can be adjusted if needed to
 continue to improve upon SLAs and meet any changing in the County
 requirements.

(7) Analytics

a. Contractor will:

- (1) Provide analysis of high CPU usage and capping events
- (2) Provide analysis of high storage usage
- (3) Proactively recommend and adjust Workload Management settings as required
- (4) Contractor will monitor performance. If there are adjustments needed, Contractor will recommend and implement those adjustments per County's approval.

b. Dedicated Account Manager

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- (1) To ensure seamless continuity, the County will be assigned an Account Manager who implements a communication plan jointly with the County to ensure regular touch points and required reporting.
- (2) The monthly status meetings report on performance, SLA review, monitoring statistics, and help desk issues/problem resolution to ensure communication mechanisms and service procedures are effective and meeting the County's expectations, and that the established framework is successful. The Account Manager ensures that any new County's requirements are coordinated and implemented for total County's satisfaction over the entire term of the engagement.
- (3) The Contractor's Account Manager coordinates quality service delivery through monthly meetings with the County and Contractor to assure quality relationship management and consistent services are being delivered on an ongoing basis. The goal is to meet defined service levels, and also gain the County's 100% satisfaction for all of the services provided.
- (4) The Contractor's team and the County's support team personnel meet regularly to ensure best practices are employed and services and operations are being performed accurately at optimal levels or developed upon to meet crucial QA criteria.
- (5) Contractor's Account Manager for the County will be managing the ongoing services for the account and any vendor relationships. The Contractor's Account Manager is assigned at contract signing and acts as the County's liaison to the entire Contractor organization. This individual works side-by-side with all departments, e.g., Operations, Systems Support, Service Desk, Contract Support and Senior Management. Contractor's Account Manager will be interacting with the County's designated contact daily and chairs weekly or bi-weekly status meetings to ensure the utmost in client satisfaction.

(8) Availability/Resiliency

- (a) Contractor will provide 99.99% uptime.
- (b) Contractor agrees to provide a Service Level Agreement of 99.99% uptime availability. See Exhibit F – Service Level Agreement (“SLA”).

(9) Dedicated Disaster Recovery (DR)

Contractor will provide dedicated mainframe resources sufficient to recover County's application environment in its Branchburg, NJ facility in the event of a declared disaster. Contractor shall develop this solution such that the Recovery Point Objective (RPO) is twenty-four (24) hours, and the Recovery Time Objective (RTO) is

1 less than forty-eight (48) hours. The following Disaster Recovery
2 Services shall be provided:

- 3 (a) Mainframe hardware sufficient to recover County's
4 mainframe applications.
- 5 (b) Contractor will work with County, at County's direction, to
6 develop a mutually agreed upon Disaster Recovery Plan
7 no later than completion of the Transition Plan or such
8 greater time as agreed upon in writing by the parties.
- 9 (c) Contractor will execute with County, one (1) Disaster
10 Recovery Test per year.
- 11 (d) In the event of a declared disaster, Contractor shall
12 recover County systems as defined in the agreed to
13 Disaster Recovery Plan.

14 (10) Migration Services and Transition

15 At an agreed upon time, Contractor may send staff members to County facility
16 or conduct virtual knowledge transfer sessions to learn County's processing
17 routines. County and Contractor will mutually agree to the timing and length of
18 such training so as to make this training coincide with those times that County
19 feels the most critical processing occurs.

20 Contractor anticipates the transition/migration to Contractor to be
21 approximately 60-90 days with a completion date no later than 120 days after
22 SOW signature date.

23 The following represent an overview of milestones and services provided
24 through the migration that will correlate to the migration plan:

- 25 (a) Discovery and Strategy
 - 26 i. Assign Project Team
 - 27 ii. Kick-off meeting
 - 28 iii. Review initial project plan
 - iv. Define network requirements
 - v. Knowledge Transfer
 - vi. Training of County's environment and processes
- (b) Pre-Migration Planning
 - i. Communication
 - ii. Weekly Lists and check lists
 - iii. Pre-Stage the environment
- (c) Testing
 - i. Trial Migrations
 - ii. System Testing
 - iii. Network Testing
 - iv. User Testing
- (d) Migration
 - i. Go or No-Go decision by the County
 - ii. Cutover to Contractor
- (e) Post Transition
 - i. County Approvals

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DELIVERABLES

The contractor will provide Project Plan and Gantt chart schedule showing high level milestones and deliverables.

The Contractor Project Manager provides full management and plan documentation utilizing Microsoft Project.

Contractor will provide standard project management documentation, such as Communication Plan, Change Control & Management, Risk Management, Training Plan, Roles & Responsibilities Matrix, and Project Status Reports.

(a) The contractor will provide the required documentation required by the County.

TITLE	DESCRIPTION	FREQUENCY
Contractor Performance Report	Performance Statistics, maintenance, SLAs	Monthly
Transition/Migration Project Plan	Transition Milestones, detailed tasks, timelines, and designated staff	Weekly updates throughout the transition period
Open Items List	Review prior week's tasks, current weeks tasks, and following weeks tasks.	Weekly/Daily throughout the transition period
Migration Weekend Plan	Details of the actual Migration	Daily until migration go live
Other	Contractor will provide additional County required reports	As required

(b) Below is a sample check list for Contractor and County sign offs, that each component has been tested and verified. Followed by an approval for GO/NO-GO.

Component	Contractor Sign Off		County Sign Off	
	Verified By	Date/Time	Verified By	Date/Time
Mainframe				
Applications				
DASD				
Data Migrated				
Global Mirror ongoing (if applicable)				

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Tapes				
Migration Complete				
Replication ongoing				
Print				
Networking				
Interfaces				
FTP/SFTP				
Security				

	Contractor Sign Off		County Sign Off	
Migration Acceptance Date	Approved By	GO / NO GO	Approved By	GO / NO GO

(c) Communication

1. The Contractor shall maintain communication with the County throughout the transition/migration to Contractor. The Contractor will share the Project Plan with project team members. The project manager has overall control of this planning document, and all attachments related to the document. The project manager will manage team members' time so that essential staff are on each specific weekly migration call.

2. The same Contractor team that is involved upfront conducting due diligence and throughout the different phases of the transition process is the same team that will be supporting the County after production, providing for a County-educated post migration support team that is already familiar with the County's environment and procedures.

3. After migration, the dedicated Account Manager will promote continual communication and exchange of information with the County through regularly scheduled status meetings as often as necessary, whether weekly, bi-weekly, or monthly to address any issues, open items, reporting on activities, SLA reviews, and continuous improvement opportunities. Contractor represents that all Contractor support departments will be integrally involved including Account

1 Management, Help Desk, Operations, and Technical Services, along with the
2 County's team to ensure open lines of communication and all existing procedures
3 in place meet the needs of the County.

4 (d) Change Control

- 5 1. Contractor will follow a formal Change Management Policy to implement any
6 changes to the County's engagement to effectively communicate, process, and
7 control all changes.
- 8 2. Contractor will conduct weekly Change Management meetings to present,
9 discuss the impact on technology and compliance with existing architecture, and
10 approve proposed changes for the associated change window. Upon review and
11 written sign-off with the County, changes can be amended as appropriate. All
12 initiatives are prioritized and executed quickly and efficiently, to ensure that all
13 objectives are met on a timely basis.
- 14 3. The Contractor and the County will agree upon a formal change process and the
15 methodology for delivering this information in advance. Contractor will document
16 this through their formal change management procedures. Contractor will
17 coordinate the necessary meetings to review and implement changes to existing
18 change processes, ensuring that the Change Management procedures currently
19 in place meet the County's needs, and that any additional requirements
20 requested by the County are met.

21 (e) Risk Mitigation

22 The Contractor shall manage and mitigate risks to ensure a seamless transition and
23 migration. The transition plan and ongoing communication model shall include:

- 24 1. Diligent planning and execution of the approved plan;
25 2. Completing a detailed discovery and due diligence process;
26 3. Timely updates and frequent and consistent communications to all necessary
27 team members;
28 4. Selecting transition staff with County-specific skillsets;
5. Detailing operational documentation (Contractor updates this as necessary
during the transition);
6. Benchmarking performance during migration testing;
7. Conducting testing and dry runs of the migration; and
8. Contingency planning to ensure there are workarounds determined in advance.

All documentation for each required task to complete migration shall be kept in one
place to retrieve all pertinent and up-to-date information for every team member.

1 The entire configuration environment will be completely pre-staged in advance of the
 2 actual migration testing process. Trial migrations will be performed to test for successful
 3 operation of the final migration plan.

4 (f) Knowledge Transfer and Training

5 Knowledge Transfer (KT) of the Mainframe environment will be performed by
 6 Contractor staff based on functional responsibility. Training begins when they
 7 observe the County's current practices, procedures, and policies. The contractor
 8 will conduct the KT virtually or on-site, as required, to fully define and gain a full
 9 understanding of the County's Mainframe environment, including production,
 10 testing, quality assurance, etc., and conduct due diligence on each environment
 11 separately.

12 Contractor staff will review all documentation and provide updates to this
 13 documentation, as necessary. The data center staff activities will work in
 14 conjunction with the County team, examining all tasks that take place at the
 15 County's current processing center to familiarize with the environment and
 16 determine any system modifications and other special situations or irregularities
 17 that could impact the processing flow. Contractor will review all procedures
 18 including technical services, onsite operations support, backups (both onsite and
 19 offsite procedures), run documentation, change control processes, Service Desk
 20 and problem resolution, QA, security, daily reporting, and communication with
 21 outside vendors. The Contractor will maintain a copy of the documentation and
 22 familiarize themselves during the entire transition and testing phase.

23 The Contractor will provide on-going internal staff development by conducting
 24 continuous cross training and knowledge transfer services within their data
 25 center to maintain the County's environment during vacations and illnesses.

26 **SOFTWARE REQUIREMENTS AND RESPONSIBILITY MATRIX**

27 1. Software Resources:

28 (a) **Software Furnished by Contractor:**

Contractor will be responsible to County for obtaining, supporting, maintaining and
 paying all relevant fees for the IBM operating systems software listed below.

IBM Base System Software Provided and Supported by Contractor

Product	Version
z/OS: BCP	
z/OS: Communications Server	
z/OS: DFSMS	2.5.0

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z/OS: HCD	
z/OS: ICKDSF	1.17.10
z/OS: ICSF	
z/OS: ISPF	7.5
z/OS: JES2	2.5 SrvLvl 1
z/OS: Language Environment	2.5.0
z/OS: Security Server	RACF
z/OS: SDSF	(Shared)
z/OS: SMP/E	
z/OS: TSO/E	4.5
CICS Transaction Server for z/OS	7.3.0
COBOL II Comp Lib and Debug	
COBOL VS	
Enterprise COBOL for z/OS	4.2.0
EREP	
ESCON Director	
FFST/ESA	
High Level Assembler	
IBM Library for REXX on zSeries	
MICR/OCR	
OS/390: Language Environment	

IBM IPLA Software Provided and Supported by Contractor

Product	Version
Fault Analyzer for z/OS	
File Manager for z/OS	15.01.2

Base Third Party Software Provided and Supported by Contractor

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Vendor	Product
Broadcom Inc.	ACF2 for z/OS (Contractor will migrate to RACF)
Broadcom Inc.	Common Services for z/OS
Broadcom Inc.	CA Common Debug Component
Broadcom Inc.	CA Datacom/DB
Broadcom Inc.	CA Disk Backup and Restore
Broadcom Inc.	CA Faver VSAM Data Protection
Broadcom Inc.	CA InterTest for CICS
Broadcom Inc.	CA JCLCheck
Broadcom Inc.	CA Optimizer/II Runtime
Broadcom Inc.	CA OPS/MVS Event Management and Automation
Broadcom Inc.	CA Panvalet for z/OS
Broadcom Inc.	CA Panvalet for z/OS ISPF Option
Broadcom Inc.	CA PanAPT
Broadcom Inc.	CA Spool
Broadcom Inc.	CA Symdump for CICS
Broadcom Inc.	CA View
Broadcom Inc.	CA VISION:Results
Broadcom Inc.	CA 7
Broadcom Inc.	CA 11
Broadcom Inc.	CA 1 OSI/Common
Broadcom Inc.	CA 1 Tape Management
BMC Software	B&B Common Modules
BMC Software	BMC Compuware IAM
BMC Software	BMC Password Security System
Precisely	Syncsort MFX
Rocket Software, Inc.	Rocket JOB/SCAN (Replace with JCL Check)

SPC Systems Ltd	RW2 for IBM MVS
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(b) Software Furnished by County:

All software not specifically listed above in Paragraph 1. a. is to be provided by the County at the County’s expense. The County will be responsible for obtaining all necessary licenses for this software.

Contractor is not responsible for any third-party software transfer fees that may be incurred when software environment is migrated to Contractor hardware.

2. Responsibilities Matrix:

P-Primary Support Responsibility: Accountable for Task/Function
S-Secondary Support Responsibility: Provides Direction/Information to Primary Support
J-Joint Responsibility

The below Matrix is meant as a sample; all responsibilities will be reviewed during the transition period and approved by both parties.

Service Description	County	Contractor
1. Operations Support		
1.1. Provide system and online monitoring		P
1.2. Conduct IPLs		P
1.3. Monitor online and offline tape		P
1.4. Conduct online region/partition startup and shutdown		P
1.5. Monitor production process status		P
1.6. Verify production process completion		P
1.7. Monitor data center environments		P
1.8. Perform initial problem determination (batch & system level)		P
1.9. Perform initial Diagnosis of ABENDs, Escalate to Applications support as appropriate		P
2 Tape Operations, if applicable		
2.1 Scratch tape lists and pulls		P
2.2 Initialize tape volumes		P
2.3 Mount tapes		P
2.4 Perform initial problem determination and escalate		P
3 Production Control/Job Scheduling		
3.1 Schedule production:		
3.1.1 Modify existing job streams		P
3.1.2 Manage production libraries		P
3.1.3 Provide application problem resolution contacts	P	
3.1.4 Verify JCL		P

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Service Description	County	Contractor
3.1.5 Verify production process repair		P
3.1.6 Request changes to applications production process	P	
3.1.7 Ensure timely application support response		P
3.1.8 Run JCL requirements, as directed by County		P
3.1.9 Request JCL changes for applications jobs	P	
3.1.10 Migrate and promote production JCL		P
3.1.11 Set up, modify, and initiate jobs	S	P
3.1.12 Establish schedules	P	P
3.1.13 Establish procedures to handle schedule deviations	S	P
3.1.14 Review procedures to handle schedule deviations	P	
3.2 Support production:		
3.2.1 Implement operations automation		P
3.2.2 Implement tape automation		P
3.2.3 Provide procedures on resolving Abends (from application perspective)	P	
3.2.4 Define production process back-out and restart procedures	S	P
3.2.5 Provide requirements on production process back-out and restart procedures	P	
3.2.6 Establish problem escalation	P	P
3.2.7 Provide problem escalation procedures	P	
3.3 Manage production:		
3.3.1 Establish times online applications need to be available	P	
3.3.2 Develop report distribution methodology	S	P
4 Backup and Recovery		
4.1 Design and document backup and recovery procedures (system)	S	P
4.2 Set up backup and recovery jobs (system)	S	P
4.3 Set up backup and recovery jobs (application)	P	
4.4 Perform and monitor backup procedures		P
4.5 Perform and monitor recovery procedures		P
4.6 Perform backup and recovery problem determination		P
4.7 Perform system recovery		P
4.8 Prepare and ship backups to off-site storage		P
4.9 Recover applications from backups	P	
5 Off-Site Storage, if applicable		
5.1 Define tapes to be shipped off site	P	
5.2 Identify tapes to be shipped offsite		P
5.3 Define off-site shipping schedule	S	P
5.4 Manage transfer process		P
5.5 Maintain records		P
5.6 Provide reporting		P

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Service Description	County	Contractor
6 Security Administration		
6.1 Determine security system design	P	
6.2 Determine rules and operational administration	P	
6.3 Respond to County questions regarding rules and operational administration		P
6.4 Perform installation		P
6.5 Perform maintenance		P
6.6 Conduct system-level configuration		P
6.7 Conduct customer-level configuration		P
6.8 Perform troubleshooting diagnosis		P
6.9 Reset user IDs	P	
6.10 Provide backup to County to reset user IDs		P
6.11 Monitor and report unauthorized access		P
7 Technical Support z/OS		
7.1 Support operating system:		
7.1.1 Perform installation		P
7.1.2 Perform maintenance:		P
7.1.3 Patches		P
7.1.4 New releases		P
7.1.5 System and program product libraries (e.g., SYS1, SYS2)		P
7.1.6 System datasets (e.g., VTOC, page, cat)		P
7.1.7 System parameters (e.g., PARMLIB, JESPARMS)		P
7.1.8 PROCLIB datasets in JES2 startup		P
7.1.9 LOGREC data collection and storage		P
7.1.10 SYSLOG retention and storage		P
7.1.11 JES spool management		P
7.1.12 Problem resolution		P
7.1.13 Monitor performance, baseline alerts		P
7.1.14 SMF data collection and retention		P
7.1.15 Resource utilization reporting		P
7.1.16 Problem resolution (system level)		P
7.1.17 Problem resolution (application level)	P	
7.2 Support storage management:		
7.2.1 Install software		P
7.2.2 Maintain software		P
7.2.3 Gather performance information		P
7.2.4 Perform tuning		P
7.2.5 Define space requirements	P	
7.2.6 Conduct space management	S	P
7.2.7 Set up backup		P
7.2.8 Execute backup		P
7.2.9 Determine parameterization decisions (e.g., days to archive)	P	
7.2.10 Perform catalog management		P

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Service Description	County	Contractor
7.3 Provide third-party software support:		P
7.3.1 Perform installation		P
7.3.2 Perform maintenance:		P
7.3.3 Patches		P
7.3.4 New releases		P
7.3.5 Upgrade planning and implementation	S	P
7.3.6 Provide requirements for upgrades	S	P
7.3.7 Provide trouble analysis assistance	P	
7.3.8 Define requirements for CPU, DASD, and tape		P
7.3.9 Perform forecasting	S	P
7.3.10 Implement improvements after County approval		P
7.3.11 Define and implement reporting		P
7.3.12 Provide reporting requirements	P	
7.3.13 Conduct periodic review and implementation		P
8 Application System Administration		
8.1 Manage application software procurement	P	
8.2 Install application software and software fixes	P	
8.3 Install application version upgrades	P	
8.4 Apply application hot packages	P	
8.5 Support development and maintenance activities	P	
8.6 Monitor and tune application system	P	
8.7 Perform problem determination of application issues	P	
8.8 Manage application issues to resolution	P	
8.9 Manage naming conventions (IDs, printers, etc.)	P	
8.10 Install and manage application-related utilities	P	
8.11 Install and manage legacy application bridges	P	
9 Problem Management/Change Management/Help Desk		
9.1 Recognize problem:		
9.1.1 Receive and route Level 1 call (from end users)	P	
9.1.2 Receive and route Level 2 call (from County help desk and County IT)		P
9.1.3 Request call receipt and routing	P	
9.1.4 Report and summarize problem status		P
9.1.5 Escalate problem		P
9.2 Diagnose problem:		
9.2.1 Gather information for Level 1 call	P	
9.2.2 Gather information for Level 2 call		P
9.2.3 Support coordination of diagnostic activity	S	P

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Service Description	County	Contractor
9.2.4 Respond to questions regarding diagnostic activity	P	
9.3 Resolve problem:		
9.3.1 Manage problem to resolution	S	P
9.3.2 Verify resolution with caller		P
9.3.3 Conduct prevention analysis		P
9.3.4 Provide input on problem prevention	P	
9.4 Monitor change management:		
9.4.1 Schedule change	P	
9.4.2 Coordinate change schedule	P	
9.4.3 Determine go/no-go for change	P	
9.4.4 Implement change	J	J
9.4.5 Conduct back-out/recovery planning	S	P
9.4.6 Conduct applications back-out/recovery planning	P	
9.4.7 Close change	P	
10 Network Management		
10.1 Order and provision VPN network		P
10.2 Network monitoring		P
10.3 Performance and capacity monitoring		P
10.4 (For Circuits) Hardware (router, switch, etc.) management, monitoring	P	
10.5 (For VPN) ISP router/connectivity handoff		P
10.6 Firewall management at Contractor location		P
10.7 Firewall management at County location		P
11 Disaster Recovery		
11.1 Conduct business impact analysis:		
11.1.1 Inventory current environment and procedures	P	
11.1.2 Classify and prioritize application	P	
11.1.3 Provide communications requirements	P	
11.1.4 Provide list of County resources	P	
11.1.5 Inventory Internal and external interfaces	P	
11.2 Develop Disaster Recovery plan:		
11.2.1 Organize resources at Contractor and County	J	J
11.2.2 Provide County testing procedures	P	
11.2.3 Develop recovery procedures	J	J
11.2.4 Develop communication procedures	J	J
11.2.5 Develop documentation	J	J

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Service Description	County	Contractor
11.3 Conduct recovery testing:		
11.3.1 Schedule test	J	J
11.3.2 Assign resource commitments	J	J
11.3.3 Coordinate vendors	J	J
11.3.4 Coordinate internal and external interfaces	P	
11.3.5 Execute test	J	J
11.4 Execute recovery plan in actual disaster:		
11.4.1 Declare Disaster	J	J
11.4.2 Execute DR Plan	J	J
11.4.3 Assign resource commitments	J	J
11.4.4 Coordinate vendors	J	J
11.4.5 Coordinate internal and external interfaces	P	
11.4.6 Prepare DR Site – hardware, floor system, etc.		P
11.4.7 Restore backups and configure system		P
11.4.8 Establish communications	J	J
11.4.9 Test applications and connectivity	P	
11.4.10 Test systems components		P
11.4.11 Go / No-Go decision	J	J
11.4.12 Production mode at DR site	J	J
12 Account Management		
12.1 Manage reporting and meeting requirements:		
12.1.1 Define reporting requirements	P	
12.1.2 Produce reports (e.g., SLA, utilization)		P
12.1.3 Define periodic management meeting requirements	P	P
13 Migration		
13.1 Perform migration planning:		
13.1.1 Develop plan		P
13.1.2 Develop application testing procedures	P	
13.1.3 Execute application tests	P	
13.1.4 Validate test results	P	
13.1.5 Determine go/no-go for production move	P	
13.1.6 Execute production move		P

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Service Description	County	Contractor
13.2 Install hardware:		
13.2.1 Install CPU		P
13.2.2 Install DASD		P
13.2.3 Install tape		P
13.2.4 Install network equipment		P
13.3 Network hardware at customer's site (router):		
13.3.1 Install network equipment	P	
13.4 Manage tape library relocation:		
13.4.1 Pack tape and ship library to outsourcer		P
13.4.2 Inventory and rack tapes		P
13.4.3 Create physical tape library for County's tapes		P
13.5 Determine network requirements:		
13.5.1 Order and install circuits	P	P
13.5.2 Establish outsourcer demarcation point		P

IMPLEMENTATION AND TRANSITION PLAN

1. Implementation

Contractor will:

- a) Be responsible for implementation of chosen solution.
- b) Provide primary support for the life of the contract.

Yes, overseen by the Contractor's CTO in charge of Service Delivery, the assigned Transition Team will be responsible for the implementation of the chosen and customized solution. The contractor's objective is to ensure a smooth and seamless transition for the County, by using a tried-and-true approach in the planning process, discovery, and testing phases which ensures all tasks are identified, assigned, and completed.

- c) Provide 24/7/365 support.

Post migration, the Contractor's technical teams will provide 24/365 support services to meet the County's primary support requirements through the life of the contract.

- d) Provide maximum 4-hour response time on severity A incidents (critical system impact).

The County can be assured that contractor will meet or exceed the County's required service levels with individualized attention, from transition, through migration and steady state.

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2. Key Milestones

Below are key milestones for the implementation of the County's transition to the Contractor. The Contractor Project Manager provides full management and plan documentation utilizing Microsoft Project. The actual Transition Plan will include detailed milestones along with the appropriate tasks that roll up to each milestone, outlining responsibilities, due dates, and a detailed timeline for all activities.

Key Milestones include:

- a. Kickoff Meeting with the County
 - (1) Introduction of Contractor and the County team members
 - (2) Network Procurement
- b. Discovery Phase *
 - (1) Work Plan
 - (2) Support processes defined
 - (3) Testing plan
 - (4) Hardware and Software procurement
 - (5) Documentation
 - (6) Training Plan
 - (7) Training Sessions *
 - (8) Disaster Recovery Plan development
- c. Pre-Migration Phase *
 - (1) Data Migration / Conversion
 - (2) Interfaces
 - (3) Printing
 - (4) Networking
 - (5) Archive Migration
- d. Test Environment *
 - (1) Interface Testing
 - (2) Application Testing
 - (3) DR Testing
 - (4) Backup and Recovery
- e. Parallel Testing
 - (1) Executed Support Services Agreement
- f. Migration Cutover – GO LIVE *Milestones are conducted in parallel

3. Transition Plan

- a. Seamless Transition
 - (1) Contractor will provide a smooth transition to migrate the County's mainframe environment to their fully redundant data center utilizing virtual tape replication to a fully pre-staged hardware and software environment configured with dedicated LPARs for the required workloads and

1 positioned to respond to any future needs that you may have over the term
 2 of the engagement.

3 (2) Contractor uses a phased approach all managed by a Project Manager and
 4 Project Planning tools, as well as weekly/bi-weekly meetings. The stages
 involved in the transition include:

- 5 (a) Discovery and Strategy – Assign Project Team/Tasks,
 Training/Familiarization with the County environment and
- 6 (b) processes, Documentation, Scheduling/Timeline/Project Plan.
- 7 (c) Pre-Migration Planning – Checklists, Communications Set-up, Pre-
 stage processing environment.
- 8 (d) Validation Testing – Trial migrations, systems testing, network
- 9 (e) testing.
- 10 (f) Actual Migration – cutover weekend(s)/move to Contractor data
- 11 (g) center.
- 12 (h) Post Transition – verify successful processing, functionality, County
 approval and sign-off.

13 (3) Contractor will build and configure the required system in Pearl River to
 14 relocate the processing environment to Contractor’s facilities. This includes
 backup and restoration of DASD volumes, the moving (transmission) of
 15 tape volumes and activation of networks. Contractor provides a complete
 pre-built system at Contractor with virtual tape libraries, CICS tables,
 16 RACF.

17 (4) Contractor’s standard approach is to make as few changes as possible as
 they transition the County into their data center. This transition
 methodology keeps risk at a minimum, makes for a faster transition, and
 18 provides for optimal preparation and implementation success.

19 b. Contractor’s Phased Transition Approach Details

20 The following components are built into Contractor’s detailed transition project
 21 plan:

22 (1) Discovery and Strategy

- 23 (a) This phase includes project initiation to:
 - 24 i. Review objectives
 - 25 ii. Define project team members
 - 26 iii. Review the project plan
 - 27 iv. Assign responsibilities
 - 28 v. Develop testing requirements
 - vi. Establish detailed migration methodology
 - vii. Establish a schedule for project review meetings.

(b) Contractor will be conferring regularly with the County to review all
 system information and document all project requirements. This
 entails an intensive educational process covering software,
 hardware, network, security, definitions, configurations, and

1 procedural requirements in as much detail as possible concerning
2 the final specifics of the County's migration between data centers.

3 (c) Contractor staff will be reviewing all documentation and data center
4 staff activities that take place at the County's current processing
5 center to familiarize themselves with the environment and
6 determine any system modifications and other irregularities that
7 could impact the flow of migration. Contractor will review all
8 procedures including system administration, operations support,
9 tape handling, if applicable (on and offsite procedures), run
10 documentation, change control, support desk and problem
11 resolution, QA, security, daily reporting, and outside vendors.

12 (d) During this phase, Contractor begins to build the client-specific
13 project plan for the migration of each environment. Contractor will
14 fully define and understand the County's environment including
15 production testing, quality assurance, etc. and conduct due
16 diligence on each platform environment separately.

17 This is part of the transition; gathering of information that will not
18 have any effect on the pricing. This information is used to develop
19 and finalize the Transition Plan.

20 (2) Pre-Migration

21 (a) As Contractor is building the migration plan, they are at the same
22 time developing the appropriate processing environment for the
23 County at the Contractor's facility and setting up communications
24 based on the information gathered.

25 (b) The entire platform configuration environment will be completely
26 pre-staged in advance of the actual validation process to provide
27 for optimal preparation. The plan for the environment will include
28 set-up of the appropriate hardware, software and network
installation, data migration methods, parallel testing requirements
and production procedures. Contingency plans are also developed
during this time to allow recovery from unexpected problems during
the actual Migration Phase. Contractor conducts a full back up on
all systems using the County's current backup procedures.

(c) In addition, this phase includes the following:

- i. All staffing requirements are confirmed, and training begins for the appropriate technical support and operations personnel
- ii. Network requirements are defined (diagrams created and approved)
- iii. Contractor and the County personnel will familiarize themselves with any third-party software packages necessary
- iv. Print functions and any issues are addressed and resolved

- v. Tape considerations - review County's current tape library (virtual or physical) and set-up of appropriate tape management systems at Contractor
- vi. Examination of the production environment to solidify scheduling procedures and support documentation
- vii. Virtual tape storage is planned, and a back-up schedule of user data is established.

(3) Validation Testing

- (a) This phase includes an initial iteration of system and application migrations and system testing. Trial migrations will be performed to test for successful operation of the platform. The County conducts application testing and verification to validate workload throughput and assess operational efficiency and performance to ensure reliability and efficiency.
- (b) Numerous application tests are scheduled and conducted as necessary. The network is installed and tested so that communication lines, routers, firewalls, and other hardware are consistent with the County's network requirements. Any plan for concurrent access between Contractor and the prior processing center is implemented at this time. Hardware required for the County is acquired and installed at this time.
- (c) When the network is configured, Contractor and the County will determine the appropriate times for full network testing, which can be done numerous times and in accordance with the County's schedule. Contractor will provide the County access to these systems for preliminary testing. Access will be provided by a secure VPN access through the Internet.
- (d) Contingency plans are developed to protect against failure of the network during the actual migration phase. All of the Contractor's backup procedures are developed to allow restoration of communications in the event of equipment failure or failures of any leased lines.
- (e) Upon successful completion of network and application testing, Contractor and the County will agree upon a schedule for the migration cutover weekend(s) for the actual migration of the system. The DR facility will be tested to ensure replication is up to date and that systems can be brought online.

(4) Final Migration Phase – Actual Cutover

- (a) This stage occurs over one weekend. This phase is intended to actually move production to the Contractor's data center. Contractor will migrate the County's current applications and required software to the Contractor's platform environment that was pre-configured and

1 tested to meet the County’s processing requirements, providing for
 2 optimal preparation and implementation success.

3 (b) Contractor will utilize a “custom build” approach to migrate the
 4 processing environment to the Contractor’s facility with the backups
 5 that the County provides with their application backups. This
 6 includes backup and restoration of DASD volumes, the moving of
 7 tape volumes, and activation of networks. Contractor provides a
 8 complete pre-built system with tape libraries, CICS tables, Security,
 9 etc.

10 (5) Post-Migration Phase

11 (a) The Post-Migration Phase verifies that all tasks have been
 12 performed accurately. Final acceptance is represented by a
 13 County’s sign-off process (an Acceptance Checklist), which ensures
 14 that any final required tasks are completed by the appropriate
 15 project team member assigned. All items are verified by the
 16 County, at which point the Contractor considers the transition
 17 complete.

18 (b) At this time, any remaining materials including tapes, forms and
 19 documentation are removed from the County’s current processing
 20 location and relocated to the Contractor data center.

21 (c) In each of the phases detailed above, continual communication and
 22 the free flow of information between the parties is essential to
 23 success. Regularly scheduled conferences will be held during the
 24 transition effort to ensure a smooth transition and true partnership
 25 between Contractor and the County.

26 (d) The entire mainframe configuration environment can be completely
 27 pre-staged in advance of the actual migration testing process. Trial
 28 migrations will be performed to test for successful operation of the
 final transfer plan to further minimize risk by providing optimal
 transition time windows for cutover.

(6) Transition Project Management

(a) The Contractor’s Project Manager will provide full management and
 plan documentation utilizing Microsoft Project tools. The in-depth
 project plan will be customized and designed to meet the County’s
 specific requirements. The plan will include detailed task list with
 responsibilities and due dates and a detailed timeline.

(b) The Contractor’s Project Manager will ensure all tasks and
 milestones are met within the required time frames and that they are
 performed in a manner that is acceptable to the County. The project
 plan will be reviewed with the appropriate County personnel from
 start to finish and will be updated as frequently as necessary.
 Weekly and/or bi-weekly conferences between the County and

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Contractor will be held during the entire project, as well as post project.

- (c) From the first project kick-off to the final acceptance and sign-off, Contractor's personnel will be evaluating, researching, implementing, and following up on each phase of the project. A key part of each phase is the scheduling of components accompanied by continual communication, exchange of information, and periodic meetings.
- (d) The same Contractor team that is involved up front during transition will be the same team that supports the County during the complete engagement. This provides the County with the best support team that is already knowledgeable about the environment and procedures.
- (e) The entire project will be conducted under the close supervision of the Contractor's Project Manager who has overall responsibility and accountability for the project. After migration, Contractor's Account Manager will work side-by-side with the assigned County's contact to manage the day-to-day activities. The Account Manager is the County's focal point for any issues (incidents are reported through the Help Desk). The Contractor's Account Manager is kept aware of any and all operations/facilities or technical issues affecting the County. This individual is the liaison to the other departments within Contractor. They will ensure communications across the Contractor's services organization, and continually strive for 100% client satisfaction.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Annual Hosting Costs

Line Item	Year 1	Year 2	Year 3
Monthly Cost (\$72,325)	\$867,900.00	\$867,900.00	\$867,900.00

One-Time Costs

Line Items	Year 1	Year 2	Year 3
Transitions Costs	\$140,000.00	N/A	N/A
Communications Hardware	\$19,579.00	N/A	N/A
Estimated Travel during Transition	\$30,000.00	N/A	N/A
Virtual Tape Appliance (installed at DXC)	\$20,000.00	N/A	N/A

Variable Support Costs

Line Item	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Applications Programmer Hourly Rate (upon County's request) -Baseline minimum of 10 retainer hours per month	\$150.00	\$157.50	\$165.37

Variable Hosting Costs

Line Item	Threshold	Year 1 Monthly Rate Above Threshold	Year 2 Monthly Rate Above Threshold	Year 3 Monthly Rate Above Threshold
Mainframe Disk Storage Direct Access Storage	6 TB	Rate above threshold: \$0.25	Rate above threshold: \$0.25	Rate above threshold: \$0.25

Exhibit B

1	Device (DASD) per GB: disk storage utilized (monthly rate above threshold)				
2					
3	MSU usage above 4 MSUs: increase above the current 4 MSUs (monthly rate above threshold)	4 MSUs	Rate above threshold: \$1,335.00	Rate above threshold: \$1,335.00	Rate above threshold: \$1,335.00
4					
5					
6	Annual Software Licensing Increase				
7				Year 2	Year 3
8	Broadcom			145,000	145,000

Pricing Assumptions

1. Labor for installation of all network equipment is included.
2. For future budgeting purposes, in the event a Contractor 3rd party vendor increases the price paid by Contractor for products provided to the County within this proposal, i.e., CA/Broadcom software increases, Contractor will pass-through to the County such price increase upon a 30-day prior written notice to the County.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

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related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Assessor-Recorder, Attention: Business Manager, at 2281 Tulare Street, Room 201, Fresno, California 93721, or email MDhaliwal@fresnocountyca.gov or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

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possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

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Data Security

A. Definitions.

Capitalized terms used in this Exhibit E have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

“CIO” means the County’s Director of IT Services/Chief Information Officer or his or her designee.

“ASR” or “Assessor” means the County’s Assessor-Recorder or his or her designee.

“ACTTC” means Auditor-Controller/Treasurer-Tax Collector or his or her designee.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data hosted, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person; (ii) is used or is capable of being used to authenticate a person (including, without limitation, government-issued identification numbers, passwords or personal identification numbers (PINs), and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or

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local government records.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C. (5) of this Exhibit E.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i)

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keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the ASR/ACTTC department heads express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

C. Information Security.

(1) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and shall at all times comply with all

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federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). AB-1785 California Public Records Act. Section 7928.205 (2023-2024).

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the CIO; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment, with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or

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(b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the CIO); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(6) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security

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Breach, the Contractor shall (a) notify the County CIO of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov, aritrequests@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D. (1) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the CIO within thirty (30) days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the CIO's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach.

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Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D of this Exhibit E to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed thirty (30) days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf,

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access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the CIO with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

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G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

H. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney’s fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit “E” and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit “E” or arising out of or resulting from the Contractor’s failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement.

I. Survival.

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The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

J. No Third-Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. No County Warranty.

The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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SERVICE LEVEL AGREEMENTS (“SLA”)

1. **Definitions.** The following terms, when used in this Service Level Agreement, shall have the following meanings:

“**Actual Uptime**” means the measurement of time that the Service (or any portion thereof) is actually available for use by the County and its users as planned under the SOW, including material conformance to all specifications and requirements therein, during a calendar month. Such measurement will be calculated by subtracting Downtime from Scheduled Uptime.

“**Available**” or “**Availability**” means the Actual Uptime expressed as a percentage of the Scheduled Uptime for the Service (i.e., Availability % = ((Actual Uptime)/(Scheduled Uptime)) x 100%). The Service shall not be considered Available (i) during an Outage or (ii) when it is not otherwise available for use by the County and its users as planned under the SOW, including material conformance to all specifications and requirements therein.

“**Customer Information Control System**” or “**CICS**” is the online environment where transactions are executed.

“**Downtime**” means the aggregate duration of Outages for the Service during the applicable Scheduled Uptime during a calendar month.

“**Excused Unscheduled Downtime**” means the loss of a critical system or function when it is scheduled to be available that is not (i) attributable to an equipment or software failure beyond the reasonable control of Contractor or (ii) as a result of any of the following:

- a. *Force Majeure* Events;
- b. County’s errors, omissions or breaches of this Agreement;
- c. Acts or omissions of County third party contractors;
- d. Infringements of third-party proprietary rights by County or its third party contractors;
- e. Willful misconduct or violations of law by County or its third party contractors;
- f. Material deficiencies in software or equipment provided by County;
- g. Material deficiencies in third party software, provided that Contractor makes reasonable efforts to correct the deficiency or replace the software;
- h. Service or resource reductions requested or approved by County and agreed by Contractor and County through change orders;
- i. County’s failure to implement changes in systems, hardware or software reasonably recommended by County in writing as essential to maintain Service Levels; or
- j. Failures to meet Service Levels while operating under County’s disaster recovery plan as described.

“**Incident**” means any event that is not part of the standard operation of the Service (or any portion thereof) and that causes, an interruption to, or a reduction in, the quality or Availability of the Service or any portion thereof.

“**Outage**” means any time during which the Service (or any portion thereof) is not Available or is otherwise materially degraded, measured from the earliest point in time that such Outage is or reasonably should be detected by Contractor, but in any event no later than the time the Outage actually occurred. An Outage is an Incident.

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“Resolve or Resolution” means, with respect to an Incident, that a workaround or fix with respect to such Incident has been implemented by Contractor and accepted by the County.

“Response Time” shall be calculated as the total minutes commencing from the time when Contractor becomes aware of an Incident, whether by automated alarm or otherwise, until Contractor notifies the County of such Incident and commences steps to Resolve such Incident.

“Scheduled Uptime” means time that the Service (or any portion thereof) is planned to be available for use by the County and its users as contemplated under the SOW during a calendar month. Contractor shall ensure that the Services remain Available to the extent reasonably practicable. For purposes of calculating Availability, Scheduled Uptime shall not include any period of downtime that is the result of scheduled time required to perform routine system maintenance (for example, preventive maintenance, system upgrades, etc.), provided that such time has been mutually agreed between the Parties and is scheduled so as to minimize the impact to the County’s business (“Excusable Downtime”). Contractor shall be entitled to, at a minimum, Excusable Downtime at least once per year.

“Service Level Performance Adjustment” means a reduction of fees calculated in accordance with Contractor’s failure to meet a Service Level standard. A Service Level Performance Adjustment shall be applied and limited in accordance with Section e below.

“Time Sharing Option” or **“TSO”** means a multi-user environment where the TSO divides available CPU time and allocates the slices to users of the system as contemplated by the SOW. (Since the time slices are very short, and the system cycles through the requesting users very quickly, it appears as if they have simultaneous access.)

2. Service Level Failures

- **Service Level Failure.** Failure to achieve any of the Service Levels described herein and as set forth on the Service Level Matrix below in any two consecutive 30 day periods shall constitute a “Service Level Failure”, if the failure is not due to an Excused Unscheduled Downtime or Scheduled Downtime or cause not attributable to Contractor. Contractor shall not be responsible for any Service Level Failure caused by the County or its agents or by any general failures of the Internet (i.e., Internet slow-downs or failures impacting substantial numbers of disparate users and geographic areas). Notwithstanding any other provision of this SOW, Contractor shall not be liable for Service Level Failures resulting from the actions or inactions of the County or its agents (excluding Contractor). Contractor shall promptly notify the County of any Service Level Failure.

Contractor shall not be liable for any Service Level Failures, if and to the extent Contractor’s failure to meet such Service Level(s) is directly caused by any one or more of the following (collectively, the “Service Level Exclusion Events”): (i) any breach of this Agreement by the County or the negligence or willful misconduct of the County or the County’s other suppliers; (ii) with respect to any equipment or software component of the County systems for which Contractor does not bear operational responsibility, any failure of the County to secure the necessary access rights or maintenance and support services from the vendor of such equipment or software component; (iii) any problems arising from the County systems, including facility and user controlled problems, that are not

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required to be supported or addressed by Contractor pursuant to the performance of the Services; (iv) the failure of the County's personnel to perform or act in accordance with this SOW or (v) the occurrence of a Force Majeure Event. Upon the occurrence of any event that Contractor reasonably believes to be a Service Level Exclusion Event, Contractor shall promptly escalate the issue to the County in writing. The parties agree to cooperate to minimize the adverse impact of such Service Level Exclusion Events on the County's business

- During the ninety (90) day period immediately following the "go-live" of any Services subject to a Service Level standard, any failure by Contractor to meet applicable Service Levels shall not constitute (a) an event giving rise to Service Level Performance Adjustments or (b) an event of default. Upon the expiration of such ninety (90) day period, Contractor shall be responsible for meeting or exceeding all applicable Service Levels, and all remedies available to the County, for Contractor's failure to meet Service Levels shall apply.
- Service Level Review. On an annual basis during the Term or such other times as the parties may agree upon, the parties will meet and confer regarding the adequacy of the then current Service Levels and any adjustments or new Service Levels that may be appropriate. Any changes to the Service Levels must be agreed upon in a writing signed by both parties.

3. Service Outages.

- **Scheduled.** Contractor shall notify the County of scheduled Outages at least seven (7) days in advance.
- **Unscheduled Outages.** Unscheduled Outages are caused by failure of a Contractor service. In cases where a destination is not available, or unacceptable service is reported, Contractor will attempt to determine the source of the Incident and report its findings to the County.
- **Corrective Action.** Immediately upon notice of an Outage, Contractor personnel shall:
 - Confirm (or disconfirm) the Outage by a direct check of the facility;
 - If confirmed, take such action as may restore the Service in one hour or less, or, if determined to be a telecommunications company problem, open a trouble ticket with the telecommunications company carrier;
 - Notify the person designated by the County by telephone or voicemail according to predefined procedures that an Outage has occurred, providing such details as may be available, including the trouble ticket number if appropriate and time of Outage;
 - Work the Incident until Resolution, escalating to management or to engineering as required;
 - Promptly notify the County of final Resolution, along with any pertinent findings or action taken.

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4. Service Level Matrix

Description	Service Level
Availability	99.99% monthly average
TSO response times, exclusive of network latency	TSO Response Time is: 90% of all TSO Period 1 transactions will complete in less than 1 second
CICS response times, exclusive of network latency	CICS Response Time is: 95% of all Trivial Transactions will complete in less than 1 seconds

KPI #	KPI Category	KPI Description	Service Level Standard	Service Level Report	Calculation
1	Problem Management	Measures the effectiveness of Service Providers Problem Resolution and Problem Assignment Procedures	Maintain 95% of all reportable problems are recorded within one (1) hour of the occurrence in accordance with Problem Management Procedures	Monthly report of all new problems and corrective actions.	<p>Calculate the percentage of Problem Ticket Recorded within one (1) hour of occurrence (PTR1H) by dividing the new problems recorded within 1 hour during the calendar month by the total number of new problems.</p> $PTR\ 1H = \frac{\text{Problems Recorded within 1 hour}}{\text{New Problems}} * 100 = 99\%$ $PTR1H = \frac{23}{25} * 100 = 92\%$
2	Problem Resolution	Measures the effectiveness of Service Providers Problem Resolution	Maintain 85% of problem tickets are resolved successfully without reopening.	Monthly report of all new problems and corrective actions.	<p>Calculate the percentage of Problem Ticket Resolution (PTR) by dividing the difference of the new problems minus the new reopened problems during the calendar month by the number of new problems.</p> $PTR = \frac{\text{New} - \text{Reopened}}{\text{New Problems}} * 100 = 85\%$

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					$PTR = \frac{100 - 20}{100} * 100 = 80\%$
3	Problem Escalation	Measures the effectiveness of Problem Escalation Procedures	Maintain 95% of problems are assigned within one hour of receipt.	Monthly report of all new problems and corrective actions.	<p>Calculate the percentage of Problem Ticket Escalated within one hour (PTE) by dividing the problems escalated within one hour during a calendar month by the total number of new problems.</p> $PTE = \frac{\text{New Problems Escalated within 1 hour}}{\text{New problems}} * 100 = 95\%$
4	Status Reporting	Measures the timeliness and effectiveness of Service Level Reports	Create and deliver reports detailing the overall account status, resource utilization and overall performance against all Service Level Standards within 12 business days of the month reported.	Monthly report noting exceptions	

5. Service Level Performance Adjustments.

- (a) **Minimum service level.** Contractor shall ensure that the County’s mainframe environment shall be running and available 99.99% of any calendar month.
- (b) **Measuring service levels.** Mainframe down time shall be measured and recorded by Contractor through its mainframe system logs. The County may independently document mainframe down time to challenge records kept by Contractor. All disputes regarding monthly mainframe downtime shall be taken to the executive committee.

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- (c) **Adjustments.** The monthly adjustment in any month the service levels are not met shall be an adjustment of 3% of monthly fee for the 1st month. If the failure occurs in consecutive months, the adjustment will be 5% for each subsequent month.
- (d) **Additional.** This contract contains adjustment provisions for the failure of Contractor to meet certain minimum service levels. The specifics of the adjustment provisions are given above with details of service levels.

The County will be responsible for reporting problems and requests for service level credits by contacting Contractor directly. Both the County and Contractor will investigate to determine if the problem was within Contractor's control. Both parties will then determine the level of downtime that occurred and if adjustments apply.

The County must report service level adjustments within the calendar month following the calendar month with the service level in question for the adjustment to apply.