

**ATTACHMENT I
TERMS AND CONDITIONS**

1. Definitions

- 1.1. *Acceptance*: The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Contract; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2. *Acceptance Certificate*: A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3. *Acceptance Plan*: That document, delivered as a component of the Implementation Plan document, which defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4. *Agreement*: This Contract, all schedules, attachments, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5. *Authorized Representative*: The person or persons authorized by County to work with Contractor to resolve and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6. *Compliance Update*: A change made to the Software to reflect a mandated change in the applicable law.
- 1.7. *Computer System*: The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.8. *Confidential Information*: Copyrights, Trade Secrets, Technical Information, Technology, Protected Health Information (PHI), Credit Card Information and any and all other confidential and/or proprietary information provided by one Person (“Discloser”) to another Person (“Recipient”) pursuant to this Contract or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time. Confidential Information does not include any information: (i) Recipient knew before Discloser provided it; (ii) which has become publicly known through no wrongful act of Recipient; (iii) which Recipient developed independently, as evidenced by appropriate documentation; or (iv) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9. *Copyrights*: Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, and/or renewals of any of the foregoing.
- 1.10. *Customization*: Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as “Enhancements.”

- 1.11. *Data*: All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12. *Data Conversion Plan*: The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.
- 1.13. *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store County data on a disk sub-system as part of the operation of the Software.
- 1.14. *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Contract.
- 1.15. *Deliverables*: Those components, milestones, and/or materials, including without limitation, the Software, Documentation, Maintenance, Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Contract and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables"), or Deliverables required from County ("County Deliverables").
- 1.16. *Derivatives*: Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.17. *Documentation*: Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18. *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19. *Enhancement*: A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, which improve functions, add new functions, or significantly improve performance by changes in system design or coding; provided, however, that Enhancements do not include any New Product.
- 1.20. *Error*: Either (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21. *Error Correction (may also be referred to as "Patch")*: Either (i) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22. *Explanatory Documentation*: Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.

- 1.23. *Final Acceptance Certificate:* County's final written acceptance of the Programs and services to be provided under this Contract.
- 1.24. *Hardware:* The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.25. *Hosting Services Agreement:* That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County's access.
- 1.26. *Hosting Servers:* Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.27. *Hosted Software:* A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.28. *Implementation Plan:* That deliverable, provided by Contractor, which includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.29. *Intellectual Property:* Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.30. *Licensed Software:* The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches, or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.31. *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.32. *New Product:* Any change or addition to Software and/or related Documentation that: (i) has a value or utility separate from the use of the Software and Documentation; (ii) as a practical matter, may be priced and offered separately from the Software and Documentation; and (iii) is not made available to Contractor's licensees generally without separate charge.
- 1.33. *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.34. *Object Code:* Machine readable compiled form of Licensed Software provided by Contractor.
- 1.35. *Party:* Either Contractor or County, and "parties" means both of the same.
- 1.36. *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.37. *Professional Services:* Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Contract.
- 1.38. *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.39. *Project Management Plan:* A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan,

Acceptance Plan, and Quality Management Plan.

- 1.40. *Programs*: The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Contract.
- 1.41. *Release*: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.42. *Seat*: A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.43. *Site*: A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.44. *Software*: The software program(s) identified on Exhibit D, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Contract. The term "Software" excludes any Third-Party Software.
- 1.45. *Software Acceptance Date*: The date of final acceptance of the System by County as described in Attachment III of this Contract.
- 1.46. *Specifications*: The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.
- 1.47. *Subsequent Release*: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Contract. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.48. *Support Services*: Those services provided by Contractor as described in Exhibit C – Software Maintenance.
- 1.49. *System*: The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.50. *System Cutover*: The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.51. *Test Period*: The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance Testing.
- 1.52. *Third Party Software*: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.53. *Trademarks*: Trademarks, service marks, logos, trade names, and/or names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

- 1.54. *Update*: A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. “Update” does not include any New Product or added features for which Contractor generally imposes a separate charge.
 - 1.55. *Upgrade*: Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
 - 1.56. *Users*: People who, in accordance with the terms of this Contract, are authorized by County’s Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
 - 1.57. *Version*: A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., “4.1” and “4.2” represent different Versions of Release “4”).
 - 1.58. *Warranty Period*: Commencing on the Software Acceptance Date and continuing during the Term, including any renewals or extension, all Errors shall be corrected by the Contractor without charge to the County.
 - 1.59. *Work or Project*: The implementation, assembly, installation, optimization, and integration as required by this Contract, whether completed or partially completed, including all labor materials, and services provided, or to be provided by Contractor to fulfill Contractor’s obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Contract to the County.
2. **Scope of Work.** The work to be undertaken is identified in Attachment III – Scope of Work which is made a part of this Contract.
 3. **Reimbursement.** The work shall be performed for the Fixed Price, Annual Price, Monthly Price or Hourly Rate as indicated above in the Variable Information Table, but shall not exceed the Not-to-Exceed Price if included in the Variable Information Table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the Variable Information Table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
 4. **County Project Manager.** The County Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the Variable Information Table.
 5. **Independent Contractor.** Contractor is an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of County nor is the Contractor a partner or in any way directly affiliated with the County. Contractor agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
 6. **Ownership of Data.** County is and shall remain the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion, except for Software which shall be owned or licensed as provided in this Contract. Contractor shall not release any materials under this section without prior written approval of County. No materials produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country except as provided in this Contract or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data,

documents or other similar materials prepared under this Contract, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Contract.

7. **Technology Life Expectancy.** County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Contract or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the duration of the maintenance period covered by this Contract, and at no additional cost to County, maintain the Software to be compatible with supported operating systems and databases. County upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with such future resources and upgrades.
8. **Intellectual Property.** County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto (including all Customizations developed for County), including all patents, trademarks, copyrights, trade secrets, Customizations and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.
9. **Warranty.** Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any malicious software. Contractor warrants as follows for all customization made by Contractor for the County: (i) All Customizations will continue to be supported by Contractor under its Maintenance Agreement as defined in Exhibit C; (ii) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; and (iii) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the Customizations. These provisions shall apply for as long as the County is covered by the Contractor's Maintenance Agreement. Should the Software, as sold and installed hereunder, fail to meet any standards or requirements as detailed in this Contract, Contractor shall, without further charge to County, provide additional or substitute Software or modification to the Software of whatever kind and as is necessary, in order to meet Contractor's obligations under this Contract.
10. **Source Code Escrow.** Contractor, on behalf of its customers, has entered into escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Within 30 days following Final Acceptance by the County, Contractor shall add the County to the list of customers that are reflected on its multi-party escrow agreement. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the County. Should certain events reflected in the escrow agreement occur, then the County may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the County, the County shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the County's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Contract.
11. **Confidentiality.** The Contractor shall comply as follows and in accordance with the required performance of this Contract:
 - 11.1. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the Contractor in the performance of duties or as a

consequence of performing said duties, shall be the confidential property of the County and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this Contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

- 11.2. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the Contractor in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the Contractor in the performance of duties or as a consequence of performing said duties.
 - 11.3. Contractor agrees to inform all employees, agents, associates and partners of the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. Contractor shall bear equal responsibility for any violation of the provisions of this paragraph.
 - 11.4. Contractor agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the Contractor and included on any memory device that may be housed in a computer, or other device (such as a “mobile device”) may become subject to HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this Contract, Contractor may be required to stipulate to the fact that no such files exist.
12. **Termination.** This Contract may be terminated for any reason by either the County or Contractor by a thirty (30) day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
- 12.1. **Disentanglement:** If directed by County, Contractor shall cooperate with County and County’s other vendors and Contractors to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Contract being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under this Contract, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County’s designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor’s costs, up to the total amount of this Contract. Contractor shall not receive any additional or different compensation for the work otherwise required by this section. Contractor’s obligation to provide these services shall not cease until the Disentanglement is completed to the County’s reasonable satisfaction.
 - 12.2. **Return, Transfer and Removal of Data and other Assets:** Upon termination of this Contract, Contractor shall return to County all County-furnished assets in Contractor’s possession. Upon

termination of this Contract, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee. Upon confirmation by the County that all data has been received, Contractor shall immediately delete County data.

- 12.3. **Effect of Termination:** Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Contract shall not affect the County's rights to the Software pursuant to Exhibit B – Software Licensing provided that County has paid all Software license fees, or if County is in breach of this Contract, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Contract which by their nature would continue beyond the termination of this Contract, including without limitation, Sections 11 and 13 of this Attachment I, shall survive termination of this Contract.
13. **Indemnification.** Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Contractor agrees to accept responsibility for any and all loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, including third-party claims related to liability for breaches of security, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall also be liable to County for any and all loss of or damage to County property arising out of or in connection with Contractor's performance under this Contract.
14. **Right to Monitor/Audit and Associated Liability:** It being understood by the parties hereto that the County's funding source herein may be County, State and/or Federal appropriations, and therefore Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit of this project which may be deemed appropriate or required in compliance with County, State or Federal mandates and to reimburse the County for any liability upon the County for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
15. **Record Retention and Availability:** Contractor shall maintain and preserve all records related to this Contract in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Contract) for a minimum period of three (3) years from the effective date of this Contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
16. **Compliance with California Public Records Act:** Contractor understands that, except for disclosures prohibited under Section 11, Confidentiality, County may be required to disclose to the public certain records it receives from Contractor pursuant to the Public Records Act. Contractor agrees to contact County immediately upon receiving a request for information under the Public Records Act and to comply with County's instructions on how to respond to the request as required by law.

17. **Insurance Requirements:** Contractor shall procure and maintain for the duration of the agreement, insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
18. **Changes to the Contract:** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this Contract shall be valid unless made in writing, signed by the parties hereto in accordance with County Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
19. **Representations and Warranties:** Contractor by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated.
20. **Contractor's Standard of Care:** County has relied upon the professional ability, experience, and credentials presented and represented by the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
21. **Termination for Exceeding Maximum Level of Expenditures:** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Del Norte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code section 22032 (b) for public works contracts.
22. **Termination for Exceeding Maximum Term:** Contracts exceeding the three-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Del Norte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three-year limitation unless duly executed by the Chair of the Board of Supervisors.
23. **Compliance with Laws:** Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to, all nondiscrimination laws. Specifically, the Contractor, by executing this Contract, stipulates and certifies that it complies and will comply in good faith as well as all actions, with the following regulatory requirements:
 - 23.1. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age;
 - 23.2. Environmental protection legislation generally, including regulations regarding clean air and water, endangered species, handling of toxic substances, and the public's right to know;
 - 23.3. Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, and the Public Health Service Act;
 - 23.4. National Labor Relations Board – Public Contract Code section 10296;
 - 23.5. Domestic Partners – Public Contract Code section 10295.3; and
 - 23.6. The Americans with Disabilities Act.
24. **Applicable Law and Forum:** This Contract shall be construed and interpreted according to California law

and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Del Norte.

25. **Contractor Performance and the Breach Thereof:** The County may terminate this Contract and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be retained by the County.
26. **Contradictions in Terms and Conditions:** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I – Terms and Conditions shall prevail.
27. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the Contractor in breach of this Contract. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
28. **Conflict of Interest:** Contractor and Contractor’s employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.
 - 28.1. This Contract is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this Contract by reference herewith and hereby subjugated to these Terms and Conditions (Attachment I).
 - 28.2. Contractor understands and will adhere to the County’s policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Human Resources Manager in writing:

Human Resources Manager
County of Del Norte
981 H Street, Suite 250
Crescent City, CA 95531
 - 28.3. Contractor stipulates by execution of this Contract that it has no business or other interests that provide(s) any conflict with the interest of the County in the matters of this Contract. Contractor recognizes that it is a breach of ethics to not disclose any interest that may constitute a conflict of interest to the County for the advice of County Counsel on the matter prior to executing this Contract.
29. **Canon of Ethics:** Contractor, by execution of this Contract, agrees to act in the best interest of, and on behalf of, the County and its constituents in all matters and Contractor agrees to perform its obligations under the Contract in an honest, fair, prudent and diligent manner as dictated by reasonable standards of conduct for its profession.
30. **Severability:** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof the Contract is deemed to be invalidated.
31. **No Implied Waiver:** In the event that the County at any point ignores or allows the Contractor to break or not fulfill an obligation under this Contract, or otherwise breach this Contract, it does not mean that County waives its future rights to require the Contractor to fulfill those obligations.

Entirety of Agreement: This Contract inclusive of all Attachments herein stipulated and made part of the Contract constitutes the entire agreement between these parties.