

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Northpointe, Inc. doing business in California as equivalent and as Northpointe Software, Inc. 4450 Belden Village Street NW, Suite 305, Canton OH 44718 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Karyn Milligan, Probation Manager, at phone number 805-882-3653 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Chris Kamin at phone number 608-577-1755 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Karyn Milligan, Probation Manager
Santa Barbara County Probation
117 E. Carrillo Street
Santa Barbara, CA 93101
805-631-2650

To CONTRACTOR: General Manager
Northpointe, Inc. d/b/a equivalent
4450 Belden Village St NW
Suite 305
Canton, OH 44718

Copy to:
Connie Morrison
Contract Manager
4450 Belden Village St NW, Suite 305
Suite 305
Canton, OH 44718
Connie.morrison@equivant.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 1, 2023 and end performance upon completion, but no later than November 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice emailed to probationfiscal@countyofsb.org, which shall include the contract number assigned by COUNTY and delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR will be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession

in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall, subject to the applicable terms of Exhibit A including subsections "Support Services" IV (d) and IV (c)(i), correct or revise any errors or omissions, at COUNTY'S request. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

The COUNTY acknowledges and agrees that the Software, Software Documentation, and any Customization of the Software, and all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights therein, are the exclusive property of the CONTRACTOR and its suppliers and that this Agreement grants the COUNTY no title or right of ownership in the Software, Documentation and any Customization of the Software. All rights in and to the Software, Documentation and any Customization of the Software not expressly granted to the COUNTY in this Agreement are reserved by CONTRACTOR and its suppliers. The COUNTY agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Software, Documentation, any Customization of the Software, or any related materials.

The COUNTY retains all right, title and interest in and to the COUNTY Data, and CONTRACTOR acknowledges and agrees that it neither owns nor acquires any additional rights in and to the COUNTY Data not expressly granted by this Agreement. "COUNTY Data" means the data and content provided by the COUNTY in the course of the COUNTY's use of the Software in accordance with this Agreement.

CONTRACTOR shall at its own expense defend, indemnify, and hold harmless COUNTY against any action brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and CONTRACTOR will pay those costs, fees (including attorney's fees), and damages finally awarded against the COUNTY or incurred by the COUNTY after such award in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on the COUNTY (a) notifying CONTRACTOR promptly in writing of such action, b) reasonably cooperating in CONTRACTOR's control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at CONTRACTOR's request and expense, assisting in such defense. Contractor shall control the defense of any such claim and shall choose the counsel who shall defend the claim.

12. CONFIDENTIALITY

Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). Any non-public information made known to the Receiving Party through transfer or physical observation by the Disclosing Party will be considered Confidential Information of the Disclosing Party. For the avoidance of doubt, in addition to other CONTRACTOR Confidential Information, the Software, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered CONTRACTOR's Confidential Information. Information related to supervised clients, clients associated criminal history, and personal identifying information, shall be considered COUNTY's Confidential Information.

Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Exceptions. The Receiving Party's obligations under this Section 12 with respect to any Confidential Information of the Disclosing Party will be inapplicable if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's

Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party in the case of subsection (ii) or (iii) of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of this Agreement. Upon request from the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 12.

13. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

14. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY after any termination and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

15. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Upon ten (10) days prior written request, COUNTY shall have the right to audit and review all such documents and records during CONTRACTOR's regular business hours. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement amounting to in excess of five percent (5%) of the contract value, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

Upon ten (10) days written prior notice, CONTRACTOR will have the right to have an independent audit firm inspect the COUNTY's records relating to the COUNTY's use of the Software, and access and query the COUNTY's equipment on which the Software is operating, in order to verify the COUNTY's compliance with the terms and conditions of this Agreement. The audit will be performed during the COUNTY's normal business hours. The costs of the audit will be paid by CONTRACTOR, unless the audit reveals that the COUNTY has (i) failed to strictly comply with the restrictions set forth in Exhibit A or (ii) underpaid the amounts owed to CONTRACTOR by five percent (5%) or more, in which case the COUNTY will reimburse CONTRACTOR for all reasonable costs and expenses incurred by CONTRACTOR in connection with such audit. The COUNTY will promptly pay to CONTRACTOR any amounts shown by any such audit to be owing plus interest. Such audits will be conducted no more than once in any period of six (6) consecutive months.

16. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

17. LIMITATION OF LIABILITY

In no event will CONTRACTOR be liable for any consequential, indirect, exemplary, special, or incidental damages, or for any lost data, lost profits or costs of procurement of substitute goods or services, arising from or relating to this agreement, however caused and under any theory of liability (including negligence), even if CONTRACTOR has been advised of the possibility of such damages. CONTRACTOR'S total cumulative liability in connection with this agreement and the Northpointe system, whether in contract or tort or otherwise, will not exceed the amount of fees paid to CONTRACTOR during the twelve (12) month period preceding the events giving rise to such liability. The foregoing limitation upon the types of damages and amounts of liability shall not apply to CONTRACTOR'S indemnity or any indemnity obligations stated in this contract.

18. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

19. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

20. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY which shall not be unreasonably withheld or delayed; except that CONTRACTOR may assign this Agreement, without consent to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise and will notify COUNTY of such occurrence as soon as reasonably possible. Any attempted assignment, subcontract or transfer in violation of the foregoing will be void and without legal effect and shall constitute grounds for termination.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein, in accordance with the below:
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence as soon as reasonably possible and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term..
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions that cannot be cured, or which being capable of cure has not been cured within sixty (60) calendar days, COUNTY may, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and

notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for services performed to the date of termination. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. With respect to services rendered after termination, upon COUNTY'S written request, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of such services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of such services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

22. DISPUTE RESOLUTION.

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to senior management levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim, or Dispute arising out of or relating to this Agreement shall be resolved through good faith, amicable discussions, mediation and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover relief if ordered by a court of competent jurisdiction.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process.

23. CAUSES EXCUSING PERFORMANCE

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this

Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.

24. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. REMEDIES

No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

The COUNTY acknowledges that the Software contains valuable trade secrets and proprietary information of CONTRACTOR, that any actual or threatened breach of Exhibit A, section IV(a). will constitute immediate, irreparable harm to CONTRACTOR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by CONTRACTOR to enforce this Agreement, the prevailing party will be entitled to receive, court costs, and other collection expenses, in addition to any other relief it may receive.

27. NO WAIVER OF DEFAULT

No delay or omission of COUNTY or CONTRACTOR to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CONTRACTOR shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CONTRACTOR.

28. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each

party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

29. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such applicable ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

30. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

31. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

32. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement on the effective date, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

33. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

34. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Northpointe, Inc. d/b/a **equivant**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____

Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____

Das Williams, Chair
Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

By: Holly L. Benton _____

Holly Benton, Chief
Department Head

**CONTRACTOR:
Northpointe, Inc., d/b/a equivant**

By: Eric D. Tumperi
Eric D. Tumperi (Nov 13, 2023 09:40 EST) _____

Eric Tumperi
General Manager

Date: 11/13/2023 _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Idalia Gomez
Idalia Gomez (Nov 13, 2023 14:29 PST) _____

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: C. Edith _____

Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM

By: Greg Milligan _____

Risk Management

EXHIBIT A

STATEMENT OF WORK

- I. CONTRACTOR shall provide professional training services related to its Northpointe Suite Software to COUNTY during the term of the Agreement to include the following:
 - a. CONTRACTOR shall create a customized curriculum and training materials for COUNTY that is aligned with current COUNTY workflow and its use of CONTRACTOR's Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) risk and need assessment instrument;
 - b. CONTRACTOR shall provide COUNTY staff two (2) onsite 'Introduction to COMPAS' trainings, each to be facilitated over two-days (no less than 12 hours per training or 24 hours total for both trainings). The two trainings are to run consecutively with a maximum of 16 students per class;
 - c. CONTRACTOR shall provide COUNTY staff two (2) onsite 'COMPAS Refresher' trainings, each to be facilitated over two-days (no less than 12 hours per training or 24 hours total for both trainings). The two trainings are to run consecutively, with a maximum of 16 students per class;
 - d. CONTRACTOR shall provide electronic materials to COUNTY no less than 14 days prior to scheduled onsite trainings for COUNTY's review and distribution to training participants;
 - e. CONTRACTOR shall provide the trainings described in this Exhibit A section I (b) and (c) in a computer lab setting that is provided by COUNTY
- II. CONTRACTOR shall provide COUNTY a 3-part research study during the term of the Agreement to include the following:
 - a. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS Core Norm' analysis to examine distribution for each scale in COUNTY data and compare the distribution to that of the default COMPAS norm group.
 - b. CONTRACTOR shall provide COUNTY with a COMPAS and COMPAS-R Core GRRS Correlation analysis. This analysis will give an estimate of how well the COMPAS GRRS and COMPAS-R Summative GRRS correlate in the data.
 - c. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS and COMPAS-R Core Comparison' analysis to compare the results from the COMPAS Core Norm to the COMPAS-R to determine if the COUNTY would have better predictive ability.
 - d. CONTRACTOR shall provide COUNTY with findings on the extent the COMPAS vs. COMPAS-R distinguishes recidivists from non-recidivists and which tool improves predictive validity for COUNTY including clinical utility and discrimination ability.
 - e. CONTRACTOR shall be responsible for all required data extraction from CONTRACTOR hosted database and provide quality assurance review of COUNTY data.
 - f. CONTRACTOR shall provide COUNTY a report of how COUNTY 'Need Assessment COMPAS Core Norm' scales are performing to include, if any, cut points that need to be adjusted and provide recommendations for adjustments by gender, race, ethnicity, if appropriate;
 - g. CONTRACTOR shall provide COUNTY documentation of how well the COMPAS-R performs in comparison to the COMPAS.

- III. CONTRACTOR shall provide its Northpointe Suite Software including license, maintenance, and hosting during the term of the Agreement to include the following:
- a. 98 Annual COMPAS Core Risk/Needs with Non-Compliance Tool License
 - b. Annual Ad Hoc Licenses
 - c. Annual Software Maintenance and Support
 - d. Northpointe Quality Assurance (5 user subscriptions)
 - e. Annual Hosting
- IV. Pursuant to this Agreement, Contractor is licensing its Northpointe Suite Software (hereafter "Software") and providing related services to the COUNTY under the terms and conditions of this Agreement;
- a. **LICENSE AND USE**
 - i. License. Subject to the terms and conditions of this Agreement, including without limitation the COUNTY's payment of all applicable annual License, Maintenance, and Hosting Fees (as defined in Attachment B-1), CONTRACTOR hereby grants to the COUNTY and the COUNTY hereby accepts from CONTRACTOR a nonexclusive, nontransferable license, during the Term without the right to grant sublicenses, to use the Software, in executable code form only, for the number of users for which the COUNTY has paid the applicable annual License Fees, in accordance with this Agreement, the user manuals provided to the COUNTY with the Software in either electronic, online help files or hard copy format ("Documentation") and with the limitations set forth in Exhibit B-1, if any, solely for the COUNTY's internal business purposes.
 - ii. Restrictions. The COUNTY acknowledges that the Software and the structure, organization, and source code thereof constitute valuable trade secrets of CONTRACTOR. Accordingly, except as expressly permitted in Section i. above or as otherwise authorized by CONTRACTOR in writing, the COUNTY will not, and will not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; or (d) otherwise use or copy the Software except as expressly allowed under Section i. above. The COUNTY may make one (1) copy of the Software solely as necessary for archival or backup purposes.
 - iii. Additional Materials. Unless otherwise expressly agreed to by the parties, the COUNTY shall provide and obtain for itself all hardware, software, services and technology necessary to operate the Software not owned or provided by CONTRACTOR.
 - b. **SUPPORT; TRAINING; ADDITIONAL SERVICES**
 - i. Support. CONTRACTOR, or its agents, shall provide support services as described in this Exhibit A "Statement of Work" for the Software.

- ii. Training. CONTRACTOR will provide the COUNTY with training services related to the Software as described in this Exhibit A section I. Only COUNTY personnel trained by CONTRACTOR or otherwise certified by CONTRACTOR are authorized to train others within the COUNTY on the use of the Software. The certification is annual and must be renewed to maintain this authorization. Notwithstanding any training services provided to the COUNTY under this Agreement, CONTRACTOR will not be liable for the COUNTY's use of the Software or any information obtained thereby, including any use that may be in violation of any laws or regulations.
 - iii. Hosting. CONTRACTOR will provide the COUNTY with those hosting services described on Exhibit A section IV(e), if any ("Hosted Services"). The COUNTY will pay CONTRACTOR the fees set forth on Exhibit B-1 for any such Hosted Services. Hosting fees are annual fees that are payable in advance for each contract year as described on Exhibit B-1.
- c. **WARRANTY**
- i. Limited Warranty. CONTRACTOR warrants for a period of ninety (90) days following the date of delivery of the Software to COUNTY that the Software will substantially operate according to the specifications set forth in the User Guide Documentation. If it is determined by COUNTY that the Software does not substantially operate according to such specifications, subject to the terms of this subsection c(i), CONTRACTOR shall at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User Guide documentation. COUNTY shall report all errors or other defects in the Software to CONTRACTOR immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and CONTRACTOR cannot and does not guarantee to correct all such errors. The remedies set forth in this Section c. constitute COUNTY's sole and exclusive remedy for breach of this Warranty. The Software contains third party assessments for use by the COUNTY. CONTRACTOR has no proprietary claim on these assessments and therefore disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third party assessments. The COUNTY acknowledges that no representations have been made.
 - ii. No other Warranties. CONTRACTOR makes no other warranties, whether express, implied, or statutory regarding or relating to the software or the documentation, or any materials or services furnished or provided to COUNTY under this agreement, including support. CONTRACTOR specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the software, documentation and said other materials and services, and with respect to the use of any of the foregoing.
- d. **SUPPORT SERVICES**
- i. CONTRACTOR, or its agents, shall provide support services as described in this Exhibit A section IV(d) for the Software. The COUNTY will have access to CONTRACTOR's support services during normal business hours (8:00 A.M. - 5:00 P.M., E.S.T.), Monday through Friday, excluding published holidays ("Support Hours"). The initial term for the provision of Support Services will be concurrent

with the term of the CONTRACTOR license as set forth in the Agreement, unless the Agreement is terminated in accordance with its terms.

- ii. CONTRACTOR will provide the following Support Services to the COUNTY:
 - 1. Correction of confirmed defects in the Software, based upon deviations from documented software functionality in accordance with Exhibit A section IV subsection (c) (i);
 - 2. Documentation updates via published Release Notes;
 - 3. Assistance in resolving issues with Software.
- iii. Response Times and Availability. The Customer Care Department is the primary means of communication between the COUNTY and CONTRACTOR regarding all CONTRACTOR software issues. Customer Care provides the most efficient means to track, manage, and resolve all CONTRACTOR software issues. The following table provides information on CONTRACTOR’s categorization of issues.

Priority	Criteria
<p><u>Urgent</u> Extremely Severe Business Impact</p>	<p>Issue results in broad disruption or degradation of production environment services (not caused by the COUNTY’s hardware or environment) causing a severe business impact to the COUNTY, and for which no acceptable workaround exists, including where:</p> <ul style="list-style-type: none"> • A core business function is prevented from being carried out; or • An issue results in a disruption or degradation for multiple core business functions that affect one or more of the COUNTY’s business groups.
<p><u>High Serious Business Impact</u></p>	<p>An error or Software issue related to a core system or business function that causes a serious business impact to the COUNTY by impeding the normal intended use of the software but allowing processing to continue in a restricted manner, and for which there is no known system workaround.</p>
<p><u>Normal Moderate Business Impact</u></p>	<p>A software operational error related to a core system or business function that causes a moderate to low business impact to the COUNTY but does not cause a serious impediment to the normal intended use of the software, and for which a system workaround may exist; or questions about how to use the application.</p>
<p><u>Low Little or No Business Impact</u></p>	<p>System functionality is largely correct except for minor, display or cosmetic errors with non-core functions of the software that causes little or no business impact to the COUNTY. Includes requests for documentation changes or corrections.</p>

- 1. Response Time. CONTRACTOR will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes an

CONTRACTOR Customer Care Agent to respond to COUNTY’s request for assistance.

Average First Reply Time Target		Average Resolution Time Target
Urgent	1 hour	As soon as possible, but no more than 24 hours
High	8 business hours	48 hours (not including development or release time)
Normal	2 business days	5 business days (not including development or release time)
Low	2 business days	Mutually agreed time or Scheduled for future release

2. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CONTRACTOR to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.

iv. Exceptions.

1. Inquiries related to interpretation of results or configuration decisions based on COUNTY policies and/or procedures are NOT included in the Support Services.
2. CONTRACTOR will provide the Support Services only for the most current release and the immediately preceding major release of the Software. CONTRACTOR may elect to cease supporting a platform upon twelve (12) months’ notice to the COUNTY. CONTRACTOR shall have no responsibility under this Agreement to fix any errors in the Software arising out of or related to the following causes: (a) the COUNTY’s modification or combination of the Software (in whole or in part), (b) use of the Software in an environment other than any hardware and operating system platform which CONTRACTOR supports for use with the Software (“Supported Environment”); (c) hardware problems; or (d) any force majeure event or cause beyond the reasonable control of CONTRACTOR.

v. CONTRACTOR will provide updates for the Software as and when developed for general release at CONTRACTOR’s sole discretion.

1. CONTRACTOR hosted: COUNTY will request the software update to be performed, and will approve the modifications necessary to the active Test/Production environments when an update is required. CONTRACTOR will perform the software update within its hosted

environment upon approval. Documentation (Northpointe Suite Release Notes) will be made available to inform the COUNTY of software modifications.

2. On-premise hosted: COUNTY will request the software update to be performed. CONTRACTOR will build the software installation package necessary to update the COUNTY's active Test/Production environments. Each update will consist of a set of files made available electronically and will be accompanied by Documentation (Northpointe Suite Release Notes) adequate to inform the COUNTY of software modifications. The COUNTY will be responsible for performing all on-premise software updates.
- vi. The COUNTY is responsible for undertaking the proper supervision, control and management of its use of the Software, including, but not limited to: (a) assuring proper Supported Environment configuration, Software installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of data inputs and outputs, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.
- e. HOSTING SERVICES
 - i. CONTRACTOR utilizes the Amazon Web Services (AWS) GovCloud platform for all hosted services. The general scope of services addressed by this Exhibit A "Statement of Work" section IV(e) includes the operation, maintenance, and support of the:
 - Application and Database hosted under this agreement
 - Database security
 - Database Backup services, with retention
 - Data Center server operation.

Amazon Web Services Service Level Agreement (SLA)

AWS GovCloud platform is the hosting provider for CONTRACTOR's hosting services. AWS provides secured data centers within the United States, server hardware, scheduled maintenance services, replication options, back-up utilities and service utilities needed for monitoring and penetration testing.

AWS will use commercially reasonable efforts to make the services available for each AWS region with a Monthly Uptime Percentage of at least 99.99%. This Service Commitment stipulates that major routing devices within the AWS operated data center and internal network are reachable from the United States internet 99.99% of the time. AWS's hosting SLA includes exclusions for scheduled maintenance, malicious attacks, and legal actions that may impact network uptime.

Amazon SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination an included service, or any other service performance issues: (i) caused by factors outside of Amazon's reasonable control, including any force

majeure event or Internet access or related problems beyond the demarcation point of the applicable Included service; (ii) that result from any actions or inactions of COUNTY or any third party, including failure to acknowledge a recovery volume; (iii) that result from COUNTY'S equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Amazon's direct control); or (iv) arising from our suspension or termination of COUNTY'S right to use the applicable service in accordance with this Agreement. If availability is impacted by factors other than those used in Amazon's Monthly Uptime Percentage calculation, then Amazon may issue a service credit considering such factors at their discretion.

- ii. CONTRACTOR's Scope of Hosting Services. All of the services, functions, processes, and activities described below will be collectively described as the "Hosting Services" for purposes of this Exhibit A section IV(e)(I)-(IV).
 1. Application. Application refers to the COUNTY'S Northpointe Suite Software licensed from CONTRACTOR pursuant to the Software License described in section IV(a). The Application is hosted by CONTRACTOR pursuant to this Exhibit A section IV(e).
 2. Support Software. Support Software includes the operating system, utilities, database software, monitoring services and necessary licenses required to operate the Application and is provided by CONTRACTOR as part of the scope.
 - a. Monitoring includes Maintenance and Performance monitors on bandwidth access (connectivity), server up time and processing stability, unauthorized access, and back door attacks.
 3. Backups. The Production Database will be backed up as outlined here:
 - a. Full back-up of Production and Test database files executed each Sunday: 10:00 PM EST
 - b. Differential back-up of Production and Test database files executed nightly at 10:00PM EST
 - c. Transaction log back-up of Production database files executed every 5 minutes. (Test databases are not configured for full transaction logs.)
 - d. Backups are physically stored in the assigned AWS data center.
 - e. Backup files are retained for 14 calendar days.
 - f. An image of all data and backup drives are securely transferred daily at 6:00AM EST to an encrypted storage volume located in a second storage location within the assigned data center.
 - g. All backup files are stored electronically, on approved servers. No other media is used to backup, store, or secure offsite backups.
 4. Maintenance Schedule
 - a. Maintenance is scheduled and delivered by CONTRACTOR technical engineers. Maintenance refers to the maintaining all CONTRACTOR host servers that house application software and databases. Hosted servers may not be available to the COUNTY during regularly scheduled maintenance windows; maintenance

activities are mandatory. The CONTRACTOR maintenance schedule is set as follows:

- i. The first Sunday of every month from 9PM to 12PM EST (*Windows and Security Updates*)
 - ii. Hours of System Operations. The Application will be accessible and available to the COUNTY and capable of normal operating functions 24 hours a day, seven days a week, except for periods of Scheduled Maintenance and previously approved outages communicated by the hosting provider. CONTRACTOR will not be responsible for inaccessibility arising from communications problems occurring anywhere beyond the CONTRACTOR production server side of the router resident at the AWS data center.
 - iii. Compliance Status. AWS GovCloud platform (U.S.) allows customers at the state, local and federal level to adhere to ITAR, FedRamp/FISMA High and DoD SRG impact levels 2, 4 and 5. All AWS published compliancy certifications can be referenced directly at: <https://aws.amazon.com/compliance/programs/>
- iii. The COUNTY is responsible for:
1. Assigning a primary and alternate COUNTY representative to coordinate all communications and activities related to CONTRACTOR's hosting services. These representatives should be authorized decision-makers with appropriate technical capabilities.
 2. Providing user identification data and determining the appropriate security profile for each user account within the software application. COUNTY will control security at the Application level within all hosted environments.
 3. All printing activities. No print job will print at the data center and all physical printing requirements will be handled by the COUNTY. This includes the purchase and installation of printers at COUNTY's sites for the Application being utilized as defined in the Statement of Work.
 4. Installing, operating and maintaining all workstation software (and COUNTY's Local Area Network (LAN)), existing data communications configuration, hardware, or software required at the COUNTY's site) except as otherwise stipulated in the Statement Work. CONTRACTOR's network and network responsibility includes the data center hardware configuration (servers, routers) to the boundary of the COUNTY network. Internet bandwidth and uptime from the COUNTY'S entry point (physical location/s) is the responsibility of the COUNTY.
 5. Requesting and scheduling all software release upgrades with CONTRACTOR's technical staff. This must be performed a minimum of once per contract year in order to maintain compliance with CONTRACTOR's standard software support agreement.
 6. Testing application upgrades and/or application fixes applied by CONTRACTOR to Applications used by COUNTY. COUNTY will test all

software release updates and fixes prior to their introduction to the CUSTOMER's Production environment within a mutually agreed upon time frame. Approval to alter the hosted test and production environments is required by the COUNTY.

- iv. The following pertains to all CUSTOMER systems hosted by CONTRACTOR:
 1. **Confidentiality, Integrity, Availability (CIA).** CONTRACTOR shall protect the Confidentiality, Integrity, and Availability (CIA) of all COUNTY Data ensuring extra levels of security. All COUNTY information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification.** CONTRACTOR agrees that upon discovery of unauthorized access to COUNTY Data, CONTRACTOR shall notify COUNTY both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after CONTRACTOR knows unauthorized access has or may have occurred. In the event of an unauthorized access, CONTRACTOR agrees to reasonably coordinate with COUNTY to investigate the occurrence.
 3. **Data .** All COUNTY data will remain in the 48 contiguous states at all times.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$282,427**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance in accordance with the terms of this Agreement, based upon the scope and methodology contained in **EXHIBIT A** as such scope and methodology is determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be in accordance with the terms of this Agreement, and within the cost basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any work or billings not in accordance with the Agreement prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR and COUNTY agree that line-item budget changes to Attachment B-1 of the Agreement in an amount not to exceed 10% of the stated line-item budgeted amounts for each service may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this Agreement.

**Attachment B-1
Schedule of Fees**

Professional Services, Training, Subscriptions, Maintenance & Support, Hosting

Beginning: 12/1/2023
Ending: 11/30/2025

AGENCY: County of Santa Barbara
PI: Chris Kamin

Expense Categories	Year 1 (12/1/2023-11/30/2024)	Year 2 (12/1/2024-11/30/2025)
	Requested Amount	Requested Amount
Annual License, Maintenance, and Hosting Fees		
98 Annual COMPAS Core Risk/Needs with Non-Compliance Tool License	\$38,710	\$41,420
5 Annual Ad Hoc Licenses	\$1,185	\$1,268
Annual Software Maintenance and Support	\$8,777	\$9,391
Northpointe Quality Assurance (5 user subscriptions)	\$1,929	\$2,025
Annual Hosting Fee	\$11,291	\$12,081
Subtotal Annual License, Maintenance and Hosting Fees¹	<u>\$61,892</u>	<u>\$66,185</u>
Training Services²		
Onsite 'Introduction to COMPAS' training (includes travel costs) per 16-hour class	\$18,600	\$18,600
Onsite 'COMPAS Refresher' training (includes travel costs) per 16-hour class	\$18,600	\$18,600
Subtotal Training Services	<u>\$37,200.00</u>	<u>\$37,200.00</u>
3 Part Research Study		
3 Part Research Study Kickoff	\$23,985	
3 Part Research Study Data Extract Complete	\$15,990	
3 Part Research Study Report Delivery	\$31,980	
3 Part Study Report Presentation	\$7,995	
Subtotal 3 Part Research Study²	<u>\$79,950.00</u>	
Total Annual	\$179,042	\$103,385
GRAND TOTAL	\$ 282,427	

1. Annual license, maintenance, and hosting fees are billed annually, in advance and are non-refundable.
2. Training and Research Study Services are billed at the end of the month in which the services were delivered.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party claims, actions, losses, damages, judgments and/or liabilities caused by CONTRACTOR'S negligent acts or omissions in the performance of this Agreement (including reasonable attorneys' fees) relating to personal injury or property damage incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY within a reasonable time in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident

for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving a cyber security breach, system failure, data recovery, business interruption, cyber extortion, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to

obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
5. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
6. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
8. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the

CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be agreed to by both Parties and made by amendment to this Agreement. CONTRACTOR agrees to execute any such mutually agreed amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Board Contract Summary

BC _____ - _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	
D2.	Department Name	
D3.	Contact Person	
D4.	Telephone	

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital	
K2.	Brief Summary of Contract Description/Purpose			
K3.	Department Project Number.....			
K4.	Original Contract Amount.....		\$	
K5.	Contract Begin Date			
K6.	Original Contract End Date			
K7.	Amendment? (Yes or No).....			
K8.	- New Contract End Date			
K9.	- Total Number of Amendments			
K10.	- This Amendment Amount.....		\$	
K11.	- Total Previous Amendment Amounts.....		\$	
K12.	- Revised Total Contract Amount		\$	

B1.	Intended Board Agenda Date	
B2.	Number of Workers Displaced (<i>if any</i>)	
B3.	Number of Competitive Bids (<i>if any</i>).....	
B4.	Lowest Bid Amount (<i>if bid</i>)	
B5.	If Board waived bids, show Agenda Date..... and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	

F1.	Fund Number
F2.	Department Number.....
F3.	Line Item Account Number.....
F4.	Project Number (<i>if applicable</i>).....
F5.	Program Number (<i>if applicable</i>)
F6.	Org Unit Number (<i>if applicable</i>).....
F7.	Payment Terms.....

V1.	Auditor-Controller Vendor Number
V2.	Payee/Contractor Name.....
V3.	Mailing Address.....
V4.	City State (two-letter) Zip (include +4 if known).....
V5.	Telephone Number
V6.	Vendor Contact Person
V7.	Workers Comp Insurance Expiration Date
V8.	Liability Insurance Expiration Date
V9.	Professional License Number
V10.	Verified by (print name of county staff).....

V11 Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: *Dan Fledich*