

REGISTRATION NUMBER

PURCHASING AUTHORITY NUMBER
(if applicable)

AGREEMENT NUMBER

20-10650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:
CONTRACTING AGENCY NAME
California Department of Public Health
CONTRACTOR NAME
OptumInsight, Inc.,
2. The term of this Agreement is: Aug 24, 2020, or upon approval by CDT STP, whichever is later, through Feb 24 2021
3. The maximum amount of this Agreement is: \$15,292,103
(Fifteen Million two hundred and Ninety two Thousand one hundred and three Dollars and Zero Cents)
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the for the California Department of Public Health California COVID Reporting System (CCRS) Project:

EXHIBIT TITLE	PAGES
Exhibit 1: Statement of Work.....	59
Exhibit 2 Additional Legal Terms for FEMA Final.....	05
Exhibit 3 Cost	
Exhibit 4 SaaS General Provisions	
Exhibit 5 SaaS Special Provisions	
Exhibit 6 - Work Order Authorization (WOA)	
Exhibit 7 - WOA Acceptance Document (WAD)	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Department of Technology (CDT),
Statewide Technology Procurement (STP)
Use Only

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Optum Inc.

CONTRACTOR AUTHORIZED SIGNATURE

Paul Miller
Paul Miller (Aug 25, 2020 08:42 CDT)

DATE SIGNED

Aug 25, 2020

PRINTED NAME AND TITLE OF PERSON SIGNING

Paul M Miller Title VP Finance

ADDRESS

11000 Optum Circle, Eden Prairie, MN 55305

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow
Timothy Bow (Aug 25, 2020 08:33 PDT)

DATE SIGNED

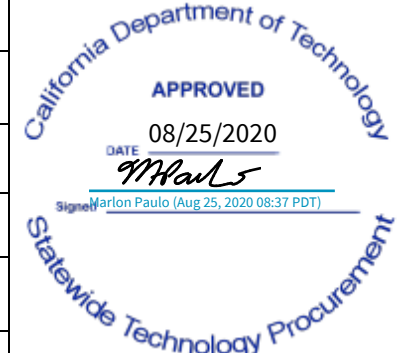
Aug 25, 2020

PRINTED NAME AND TITLE OF PERSON SIGNING

Tim Bow, Procurement Officer – Emergency Operations

CONTRACTING AGENCY ADDRESS

1616 Capital Avenue, Sacramento, CA 95814



☒ EXEMPT PER:

Governor's Proclamation of a State of
Emergency, effective March 4, 2020
(GC Sections 8625—8629)



California COVID Reporting System (CCRS)

State of California Department of Public Health CDPH

Statement of Work

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California COVID Reporting System (CCRS) STATEMENT OF WORK

The State of California Department of Public Health (CDPH), hereinafter referred to interchangeably as the “State”, has contracted with OptumInsight, Inc., hereinafter referred to as “Contractor”, for the goods and services described herein. The Contractor agrees to furnish the goods and perform the services as described in this Statement of Work for the duration of the Agreement.

1. INTRODUCTION

1.1. PURPOSE

This Statement of Work (SOW) defines the goods and services needed to design, develop, configure, implement and support the California COVID Reporting System (CCRS). The SOW also establishes the State’s and Contractor’s responsibilities for completing these tasks during the term of the Agreement. The Contractor shall adhere to and meet the requirements as set forth in this SOW.

1.2. BACKGROUND

Currently, CDPH collects California constituents' lab and case data from labs across the U.S. Labs are required to report positive and negative laboratory results. The majority of results are reported electronically through an HL7 SOAP API gateway and other formats including CSV via SFTP and API. The remaining results are reported manually (e.g. provider portal, fax, mail, etc.). COVID-19 lab results are matched with existing patient records and converted into cases within CalREDIE.

There are several challenges with the high volume and inconsistent quality of the data being collected:

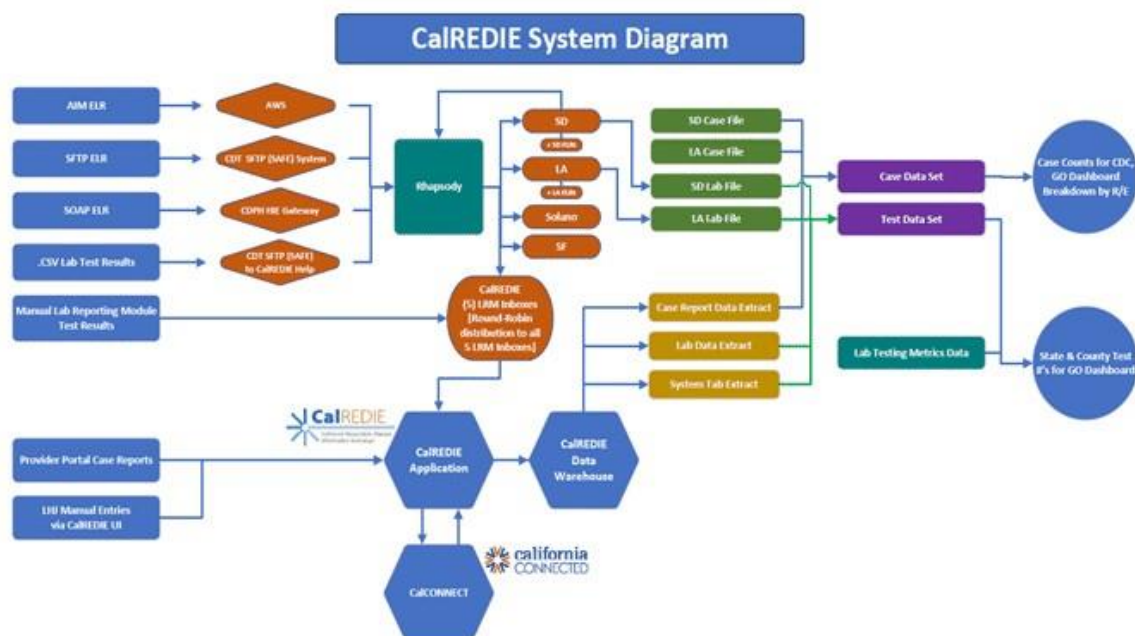
- Incomplete fields (demographic data, race, etc.)
- Duplicate reports from lab and case data
- Incorrect/incomplete information for accurate patient matching (name, address, DOB, gender)
- Inability to automatically reconcile multiple lab reports for the same individual into a single case

This results in:

- Delays in identifying positive COVID-19 cases
- Labor-intensive process to derive accurate case counts
- Labor-intensive process to reconcile duplicate case records
- Resending of lab reports creating duplicate reports
- Manual intervention to address data quality issues

1.2.1. Current Environment

1.2.1.1. Figure 1: Covid-19 Current CalRedie System Diagram



1.3. AGREEMENT TERM

The term of the Agreement shall begin on the date specified on the STD 213 cover page, the term of the Base Agreement for 6 months, with an estimated start date of August 24, 2020.

The State, with agreement by Contractor, may exercise its option to *execute* two (2), 6-month extensions to perform continued maintenance and operations support for CDPH the CCRS for a maximum Agreement term of 1.5 years. The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

1.4. AMENDMENT

The Agreement may be amended prior to the end of the Term, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by CDT-STP under Public Contract Code (PCC) section 6611. No Amendment or variation of the terms of this Agreement is valid unless made in writing, signed by both parties, and approved by CDT-STP as required. No oral understanding not incorporated, in writing, into the resulting Agreement is binding on any of the parties.

For any amendment entered into under this Agreement where the Contractor shall provide Services on a capacity basis, the parties shall apply the Resource Breakdown terms as described in Section 11 of this SOW.

1.5. WORK LOCATION

The Contractor's Key Staff are required to perform all services under this SOW within the Continental United States.

For project-related activities not occurring at the CDPH Sacramento offices, the Contractor must provide the ability to interact with state staff via virtual tools including Zoom, WebEx or MS Teams. No tasks shall be performed offshore unless identified by the Contractor and approved by the State. Contractor must make staff available for meetings with the CDPH Sacramento office (via telephone or virtual tools) 8:00 a.m. to 5:00 p.m. PST/PDT during State Business Days. State Business Days are defined as Monday – Friday (8:00 AM – 5:00 PM) excluding State Holidays.

1.6. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Contract Representatives during the term of this Contract will be:

Table 1 Contract Representatives

Contract Representatives		
Entity	State of California	Optum
Name	Estacio Karlo	Greg Franklin
Title	State Point of Contact	Client Relationship Executive
Address		100 Keller Circle, Folsom, CA 95630
Phone	916.552.2980	952-687-3228
E-mail	estacio.karlo@cdph.ca.gov	Gregory.franklin@optum.com
Name	Pamela Jarrett (Highlands – Lead PM)	
Title	Project Point of Contact	
E-mail	pjarrett@highlandsconsulting.com	
Phone	916.990.4166	

2. SCOPE OF SERVICES

2.1. DESCRIPTION OF PROPOSED NEW SYSTEM OR SERVICE

The State envisions an automated solution to securely and accurately collect, store, analyze, and publish COVID-19 electronic lab reporting and case data throughout the state. Including the following items:

1. Improve overall efficiency and decrease time to collect, process, and publish actual, summarized, and aggregated COVID-19 lab and case data as permitted and appropriate
2. Improve the efficiency and accuracy of daily case counts
3. Ability to authenticate the identity of authorized labs
4. Ability to ingest data in various formats such as HL7, CSV, fax, mail
5. Ability to transform lab reports into a standard format
6. Ability to automate de-duplication of lab reports

7. Ability for manual and validated entry of lab and case results and exception handling
8. Ability to interface with existing and new systems utilizing different protocols
9. Improve automated patient matching capabilities to reduce manual intervention
10. Automate reconciliation of multiple lab results for an individual
11. Provide audit, traceability, and diagnostic capabilities for the solution
12. Migration and conversion of data
13. Improve the efficiency of data reporting and analytics capabilities to allow for flexibility for authorized federal, state and local health users
14. Role-based access to data and reports
15. Comply with PHI regulations when data is being shared publicly
16. Comply with applicable privacy, information and security requirements

COVID-19 Reporting System

CONCEPT



2.1.2. OBJECTIVE

The State intends to receive an end-to-end CCRS solution from the Contractor. The CCRS will act as the source-of-truth data system, containing and sharing all COVID related data (lab, demographics, case, incident and person data) to allow CDPH Science Branch and LHJs the ability to perform advanced analytics, modeling and reporting on COVID data. The CCRS will be a highly efficient, scalable, fault-tolerant system that intakes all of CA's COVID-related data from various sources/interfaces, providing data validation, normalization, deduplication and storage of all data into its repository. It is the Contractor's responsibility to provide all design, development effort, multi-factor access (authentication/authorization via local or federated user/system accounts), testing (security, performance, and stress), defect management, and training until full system implementation/system acceptance is achieved. In addition, the Contractor shall be responsible for supporting, securing, auditing, monitoring, scaling, maintaining, backing-up, restoring (if necessary), and operating all system components (including but not limited to environments, software, and required operations) for the duration of the contract period.

2.1.3. HOSTING ENVIRONMENT

The CCRS solution will be hosted on a combination of private and public cloud solutions. All hosting environments are in the Continental United States. The private Optum Cloud environment is hosted in Optum-owned data centers and meets the requirements for HiTRUST-certification levels of privacy and security. Commercial public cloud infrastructure is FedRAMP compliant.

Connection to the States system by the Contractor's solution will be in alignment with the State's Enterprise Architecture Framework (please refer to the California Enterprise Architecture Framework located at

<https://cdt.ca.gov/services/wp-content/uploads/sites/2/sites/2/2017/04/EA-California-Enterprise-Architecture-CEAF2-Framework-V2.pdf>) [A1].

Contractor plans to transition components of the CCRS solution from the Optum Private Cloud to a Commercial Cloud (Azure) aligned with the requirements defined in this Statement of Work.

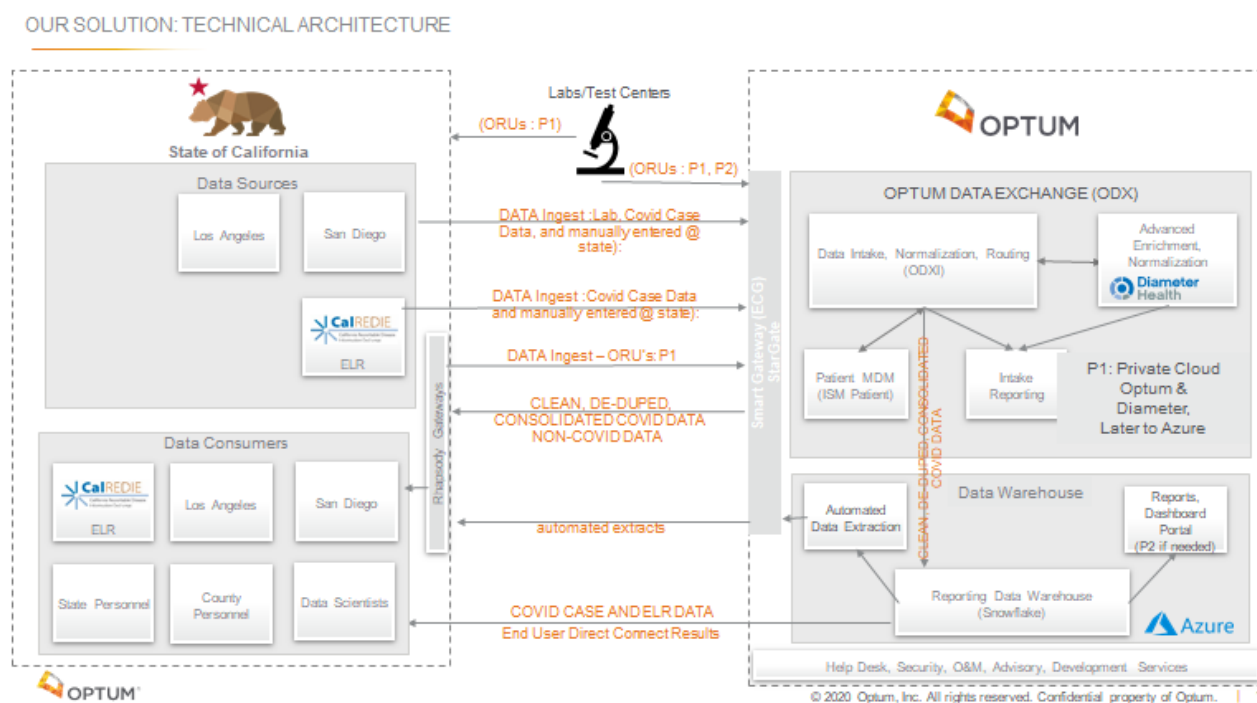
2.1.4. IMPLEMENTATION

The Contractor shall use an industry-standard agile style sprint Software

Development Life Cycle (SDLC) approach to develop the CCRS. We anticipate that the Contractor's solution will include the following segregated attributes:

1. Interfaces
2. Data Preparation
3. Data Storage and Compute
4. Access Control
5. Data Provisioning
6. Connectors
7. Reporting
8. Training and Organization Management
9. Maintenance and Support

The following high-level conceptual architecture diagram represents the major solution components of the Contractor-provided CCRS.



The workflow expected generally follows from top to bottom of the figure above.

During Phase 1 of the project (from Contract Start Date to September 30, 2020):

- The 392 existing labs and test centers currently submitting to CDPH will continue to submit data through the existing process
- CDPH will forward the lab data and COVID case data to Optum's Smart Gateway, a batch file handling secure gateway, and Optum's Stargate API gateway for non-

batch.

- HL7 2.5.1 ORU message types are expected, where available, and an agreed upon controlled comma separated values (CSV) format when HL7 data format is not available.
- The CSV format will also be used for COVID case data feeds, manually entered lab data, and historical data intake.
- Optum Data Exchange (ODX) will accept and process these data feeds. Specific processing activities are described below.
- ODX will intake the ELR data, including non-COVID results, and transfer to the Contractor's Diameter Health partner to provide additional specialized, advanced enrichment and normalization and reporting on the data.
- Once the data intake process has completed successfully, a non-COVID feed of data will be returned to the CDPH Rhapsody Gateway.
- COVID-related data will be forwarded to CDPH via gateways, and to the Contractor-provided Data Warehouse.
- Intake reporting and data quality feedback will be available for review.
- The Data Warehouse loads data as they are received into a data schema like CDPH's current warehouse schema.
- Automated data extractions can be designed and made available through the ECG gateway unless agreed upon during design to push directly to the CDPH gateway.
- End users will connect to the Data Warehouse using standard Snowflake access controls.
- A CDPH-branded Data Dashboard will be deployed for use by CDPH staff and Optum's support services. This is the data quality assessment tool to scorecard the completeness and syntax of the data at the data source level.
- Additional reports/dashboards can be made available after Phase 1, if desired by CDPH as mutually agreed for delivery.
- Support services will be provided based upon details provided in this Statement of Work.

2.1.5. INTERFACES

The CCRS solution will interface with other State data systems or sources. The contractor's approach must be flexible enough to anticipate a variety of interfaces to a variety of backend systems, such as but not limited to SFTP, ODBC/JDBC, SDKs (software development kits), ESBs (Enterprise Service Bus), and/or Application Programming Interfaces (API) through the HTTPS, VPN

and/or Dedicated Direct Connections.

The Contractor's solution must be scalable and based and grounded in prior implementation. We expect the contractor to rely on broadly used tools designed for this purpose.

- As part of the deliverable, Optum will implement up to 392 data provider interfaces to support the delivery of the described solution. If additional interfaces needed, both parties will work together in good faith to address such request through the Work Order Authorization (WOA) process. The cost of the additional interface beyond 392 will be based on Tiered pricing per interface fee list on Costing sheet.
- The Interface tiering is based on cumulative interfaces created

2.1.6. DESCRIPTION OF THE SERVICES

This agreement is a deliverable based contract with the exception of additional Tiered pricing for additional daily volume transaction; additional direct connect interface; additional Storage capacity, (lab outreach) and additional compute usage.

Resources will be redistributed amongst all work streams where addressing concerns and issues are necessary without additional cost to the state.

Contractor will perform the following Services for Customer, which will be deemed to be "Services" under this SOW:

- Optum will implement up to 392 data provider interfaces to support the delivery of the described solution. Additional interfaces will be managed through the WA process.
- Optum will provide interface connectivity to support transmission of messages. Connectivity options will include Optum Enterprise Gateway ECG (sFTP), MLLP over B2B VPN, and Application Programming Interfaces (API).
- Mapping of data for ODX and Diameter consumption with data source coming from 392 data suppliers. This includes direct interfaces and data acquisition. The 392 direct interfaces can be redirected to data providers during the life of this agreement at no additional cost.
- Optum, partnering with Diameter Health, will normalize and enhance the lab data. Normalization process will include initial HL7v2 message specification validation, normalization of messages into standard HL7v2 2.5.1 ORU format, completeness and syntax provide a CDPH-branded Data Dashboard to provide quality reporting on data submissions, and export of normalized, standardized data to Data Warehouse for additional processing.

- Optum will match and de-duplicate patient identity, persisting Enterprise Master Patient Identifier (eMPI) for each unique patient.
- Optum will enable data monitoring tools to monitor data submission, quantity and frequency, connection up-time all in support of maintaining near-real time message processing.
- Optum retains all ownership of the interface design and configuration created under this SOW, including all rights to use and distribute similar interfaces to Customer's system created under this SOW in its provision of Services to Customer even if such Services are provided under a separate written agreement between Optum and Customer.

Delivery: Contractor will:

- Provide its standard HL7 specifications to Customer.
- Provide necessary interface connectivity documentation to Customer.
- Request project resources.
- Review interface testing plan.
- Host technical kickoff call for interface integration.
- Provide initial analysis of format and data readiness.
- Collaborate with Customer on data provider volumes and prioritization.
- Add specificity and detail to tentative timelines.
- Design: Determine interface build components.
- Integrate: Deploy initial settings, build, and unit test.
- Validate:
 - Validate connectivity and data transmission between endpoints
 - Execute test plan
 - Functional testing
 - End-to-end system testing
- Promotion to Production: Deploy completed and approved interfaces into production and coordinate interface go-lives.
- Transition: Transition interface from implementation to support teams following go-live warranty period.
- Deploy the CDPH-branded Data Dashboard to production

Execution of Outreach: Contractor is prepared to support State's current Lab Outreach program. Contractor will provide three resources to work with the State for a four-month period to support prioritization planning and support lab data provider outreach (all three resources full time for four months. In addition, Contractor is prepared to provide additional support. The parties will work together in good faith to address such request through the Work Order Authorization (WOA) process.

Out of Scope: Any items not set forth in the Description of the Services.

Assumptions: The following assumptions and constraints have been identified and agreed to by both Optum and Customer. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this SOW and potential resulting fees. Assumptions are applicable to Phases 1 and 2.

- Optum will provide connectivity to support transmission of HL7v2 ORU and CSV messages over Optum Enterprise Gateway ECG (sFTP), MLLP over B2B VPN, and Application Programming Interfaces (API). Customer acknowledges faxes and PDF files will continue to use existing workflows with manual entry of data into Customer tools and submission of Cases and associated Lab information in CSV file format to CCRS for ingestion.
- ODX architecture can support current and future California data volumes associated with the project.
- Customer will ensure that data providers and third-party software vendors supporting data providers will provide Optum with all cooperation, data, information, documentation, and any other materials reasonably required by Optum to deliver the Services.
- Customer has deliverables that are dependencies for Optum resources to meet timelines and deliverables.
- All interface implementation services will be provided remotely and during regular business hours.
- The 392 direct interfaces can be directed to data providers during the life of this agreement at no additional cost.
- Transition to operations and maintenance support for each interface will occur two weeks after the interface(s) have been moved into the production environment.
- Contractor may use offshore resources to support the rapid development of interfaces understanding that no State data will be used or accessed by offshore resources.
- Contractor can support multi-factor authentication for direct lab submission subject to each direct submitter's ability to support that capability.

Timeline:

The following is the estimated timeline for delivering the Services.

The Optum Proposed Project Plan shall be incorporated into this SOW and shall supplement references for timeline, work streams, tasks and Phase deliverables.

- Once started, data integration services are estimated to take approximately ten (10) to twelve (12) weeks managing the following milestones:

- Phase Summary:
 - Phase 1 (Contract Start Date to September 30, 2020): Large single connection from existing CDPH data aggregation to Optum, and all 392 direct connect interfaces. The transfer of the historical data load.
 - Phase 2 (Post Phase 1): Existing data connections identified by the state for direct interface can be redirected (when & where). M&O on ODX, Data Warehouse, providing data quality management, outreach, & Training.
- Phase 1:
 - Historical Data Migration
 - Lab Data (source: Client Enterprise Rhapsody,)
 - Client will provide up to (30) days historical HL7 messages to Contractor
 - Client may also provide historical lab data through sFTP connection if necessary
 - During Phase 1, Contractor will use historical lab data in the rapid build of interfaces, pre-population of eMPI, and tuning of data normalization and data enhancement features.
 - Historical lab data will only be used for pre-populating eMPI with associated patients but will not be used for persisting clinical lab data.
 - Case Data (source: Client Data Warehouse)
 - Contractor will work with Client to establish robust connection from existing Client Warehouse to new CCRS warehouse capable of supporting data volumes of the 8GB range.
 - Client will provide contractor with historical Case and associated lab data
 - Contractor will use historical case data to populate new CCRS Data Warehouse.
 - Early and Advanced Data Quality Tuning (Diameter Health)
 - A CDPH-branded Data Dashboard will be deployed to provide a data quality assessment tool to measure the completeness and syntax of the lab data flowing through the system.
 - Production Lab Data (Source: Client Enterprise Rhapsody and Data Providers)
 - During Phase 1, Client and Contractor will establish connection between Client Rhapsody Enterprise engine and Optum ODX to support the transmission

of messages.

- Client will send to Optum Lab messages received from existing 392 providers. Formats of messages may include both HL7v2 ORU standard and .csv formats.
 - In addition, to aggregated interface of 392 data providers, contractor will Map data for ODX and Diameter consumption with data source coming from Rhapsody.
 - Contractor will establish direct (Data Provider to Optum) interface connections for up to 392 data providers. With State's collaboration on Phase 2, the schedule and prioritization will be identified on redirecting the direct interface connections.
 - Contractor will create interfaces necessary to identify, normalize and enhance lab data.
 - Contractor will build and unit test.
 - Contractor will facilitate User Acceptance Activities (UAT) to support formal acceptance of workflows and data quality
 - Contractor will provide training on user interface data quality tools.
 - Contractor will provide normalized lab data output to downstream recipients in support of described workflows.
- Phase 2:
 - Production Lab Data (Source: Data Providers)
 - During Phase 2, Contractor will redirect 392 direct interface connections identified by the state (when & where)
 - Contractor will create interfaces necessary to identify, normalize and enhance lab data.
 - Contractor will build and unit test.
 - Continued access to the CDPH-branded Data Dashboard.
 - Contractor will provide normalized lab data output to downstream recipients in support of described workflows.
 - In reference to Costing Sheet row 10: both parties will work together in good faith to address the schedule to redirect the 392 interfaces providers and will be available during the life of the contract via mutually agreed upon work order authorization process. The cost of the professional services (inclusive of all necessary fees) will be based on grand total cost listed on row 10

of the Costing sheet.

2.1.7. DATA PREPARATION

The Contractor approaches data preparation in a way that is ongoing, automated wherever feasible, scalable, and auditable. The Contractor's preparation approach must be flexible and extensible to future data sources as well, including State datasets and systems.

For the CCRS, data preparation will consist of the following at a minimum:

1. The ability to perform data matching, deduplication, cleaning, and other needed data processing across both current datasets and future State datasets for identified data.
2. Reports that monitor ongoing data preparation processes, including, for example, the success of data matching, de-duplication, and more (e.g., metadata).
3. Workflow for onboarding new datasets into the existing data preparation process.
4. Data preparation activities apply to both Phase 1 and Phase 2.
5. Volume Transaction fee is included as part of the monthly ODX and Diameter transaction fee up to 150,000 message per day. (please see Costing sheet line #13).
6. In excess of the 150,000 messages per day, additional Tiered pricing transaction fee applies and is available on the CA Costing sheet. The additional Transaction per day Fee is based on the:
 - Low and High message volume will be based off of average daily transaction for month.
 - Tier pricing does not apply to Phase 1 historical data conversion.
7. In excess of 150,000 messages per day, Optum will calculate the average daily transaction for the month and will provide a Work Order Authorization (WOA) document reporting the daily excess messages. CDPH will review the excess messages report and the associated tiered pricing. Approval of the excess message report will be provided through WAD by CDPH and will be used by Optum for invoicing.

2.1.8. DATA STORAGE AND COMPUTE

The Contractor's approach must segment data preparation and the subsequent storage of data. It is desired that the approaches separate storage and compute and

allow for scalable consumption including transparent pricing models for concurrent use.

For the Data Warehouse component of the CCRS, Contractor will support the following:

- Instance Implementation
 - Stand up a Snowflake instance for this contract in the Azure U.S. data center West location environment as a stand-alone configuration that can be transferred to CDPH in the future
 - Enable Snowflake security measures –including transport and at rest encryption
- User Security
 - Federate authentication to use the State’s SSO solution if CDPH Security Operations staff members can provide the needed support level in Phase 1 to coordinate with Contractor’s implementation team, otherwise fall back to either Optum ID or local security during Phase 1 and implement the State’s SSO in a later phase
 - Enable Contractor’s support users to authenticate into system for O&M purposes per contract
 - Enable internal ability to manage user access by defining and creating user roles defined to control data views at the LHJ level
 - Enable table, column, and row level security (RBAC), create secure views to enable RBAC
 - Enable authorized external to the instance connection
- Data Usage Implementation
 - Develop and deploy scripts to load data into warehouse (table by table prepped data sets)
 - Complete the internal stage and Snow pipe configurations
 - Create database objects
 - Migrate existing CalREDIE data to the environment
 - Initial load
 - Develop/Automate scripts/pre-defined views to make available to consumers
- Testing
 - Verify the ability to run Scala, SAS, and R tools on Snowflake
 - System Testing to verify function as designed
 - End-to-End Integration and UAT testing
- Training

- Provide hands on training on setting up tools and connectivity
- Support and Monitoring
 - Provide comprehensive tools on environmental health
 - Monitor and report utilization (i.e., dashboard)
 - Provide on shore help desk with 24/7 support on premise for Priority 1 incidents; help desk team is coordinated through the centralized help desk described in this Statement of Work

2.1.9. ACCESS CONTROL

The Contractor's solution must provide for robust access control and auditing. We anticipate the following:

- Access control will need to apply to both tables and records, as well as any derived views.
- Contributing organizations will need access to their own data, e.g. by source
- Role-based access control will be based on both groups of users as well as organizations

It is desired that the approaches are scalable, do not have an overly complex access control, and are audited in an automated fashion.

Access Control requirements are applicable to both Phase 1 and Phase 2.

Contractor will provide the ability for State users to use their existing credentials for the CCRS Data Warehouse. Accomplishing this requires close work with CDPH security operational staff to successfully complete one-way federation/sync and possibly the entry of role groups (depending on detailed requirements of the State still to be determined) and entry of users to the role groups for the DW capability so those logons are available to it during logon attempts.

Further, CDPH wants to base access to data on roles with the ability of the State to control which logons are in which role.

The State Identity and Access Management operational security services must be immediately available, and State resources available to work with the Contractor to provision the required interfaces and authorizations. This is necessary due to the limited time available for the development and testing required. If this availability and priority cannot be provided during the first week of the Contract and throughout the implementation period, Contractor can provide an alternate option to reduce risk to delivery schedule by starting with the role-based security provided by the CCRS Data

Warehouse for Phase 1. Integrated security will be completed at a later date agreed upon by the State and the Contractor. For either option CDPH would still need to provide business and or technical staff to determine the roles and allowed role accesses required during weeks 1 and 2, and as needed to identify user logons and user assignments to these roles and confirm intent during acceptance testing.

2.1.10. Data Provisioning

The Contractor shall develop a means for provisioning access to unprocessed and processed datasets, segments of datasets, and derived views in conjunction with robust access control and auditing.

The Contractor shall design and develop a workflow and interface for browsing, requesting, and provisioning access. The State is interested in tools that allow for self-service provisioning that can be used by the stewards of their respective datasets.

State is responsible for reviewing and approving all access requests for State or county users, including provisioning and de-provisioning access.

Data provisioning requirements are applicable to both Phase 1 and Phase 2.

2.1.11. CONNECTORS

Access to datasets must be flexible and anticipate a range of consumption tools and connectors, from BI and data science tools to query (SQL), API, and programmatic connectors and interfaces.

Connector requirements are applicable to both Phase 1 and Phase 2.

2.1.12. REPORTING

The Contractor shall be responsible for developing reports consistent with CCRS requirements. It is envisioned that the contract will include a set number of hours for the Contractor to develop, test, and implement the custom reports to meet the State's requirements for reporting. Optum is assuming the objective of these reports are to inform and monitor the data integrity of the case and lab processing data and frequency, as well as including addressing the overall quality of the data to support decision support for local health jurisdictions and CDPH's data scientists. Data integrity will be ensured through a rigorous data management process to track, monitor and reconcile lab data and reporting frequency, as well as close collaboration

and regular communication with key CDPH and other stakeholders.

In addition, the State requires flexibility for future reporting, and as such the Contractor's CCRS Data Warehouse will support access by State-licensed reporting tools. Additional reporting tools and resources required by the State will be addressed using the WA process.

Operational intake process reporting will be available as described in the Intake Processing Section above as part of the Phase 1 delivery and reflects real-time monitoring of the intake process. Additionally, Optum will create and deliver management dashboards and reports that will be provided on a daily basis. This consists of a dashboard that reports on the process flow of data to Contractor's system, through the system, and back to CDPH. This information will track such items as; the number of files received, number of lab results received, positive, negative, and unrelated to COVID lab results. This will ensure data counts and integrity are maintained and reported correctly. Monitoring reporting will be created to detect late data receipt and unexpected content in data (such as unexpected file size, unexpected ratios in data content, unexpected duplicate data counts). In addition to this activity, the following actions will take place and be reviewed with CDPH with mutually agreed-upon information to be included in the management dashboard reports. These assessments will be performed to both historically reported case data and emerging case and lab data:

- Assess current COVID-19 case data reporting and analytics processes
- Develop baseline metrics to track and monitor COVID case metrics by various cohort segments and key attributes
- Perform comparative analysis to baseline and other expected to actual metrics to determine reliability and completeness of data, including an assessment of any known or newly discovered historical discrepancies in information
- Evaluate and monitor normalized lab and associated case data for reporting accuracy, emerging trends
- Develop performance dashboards to identify invalid, suspicious or defective data. Dashboards will include key metrics that are relied upon by Local Health Jurisdictions, CDPH data scientist and other key stakeholders, potential examples include:
 - 7- and 14-day rolling averages of new cases
 - Percent of cases reporting positive from total tested, tracked daily

and reported over time

- Comparison of other publicly reported data such as COVID hospitalizations and death to identify possibly areas of cases being underreported
- Analysis of lab reporting times, such as time between test taken and results reported
- Case counts tracked by key attributes such as age, sex, gender, ethnicity, and other available metrics.
- Identify, document and communicate significant deviations within these reports to agreed-upon CDPH stakeholders
- Identify, communicate and collaborate with CDPH the data remediation strategy and take agreed-upon actions

Optional analytical reporting, including the development and implementation of a user interface with business intelligence functionality for reporting, can be implemented after Phase 1, when requested by CDPH and scheduled according to agreement between CDPH and Contractor. This work will include setting up the tooling and security interfaces required to support the report creation and delivery. This optional reporting, if desired, would be provided through the WA process.

2.1.13. TRAINING AND ORGANIZATIONAL CHANGE MANAGEMENT

The Contractor shall be responsible for providing plans and delivering required training to internal trainers (train-the-trainer) as well as for providing organizational change management based on the contractor's implementation approach.

It will be important to have a hybrid approach between the Contractor and the CDPH to actively collaborate for the development and delivery of the organizational change management, knowledge transfer, and a training program based on industry-proven methodologies that will satisfy all the needs of the CDPH.

The Contractor will provide these services through full system implementation with follow-on support work through the first year of the contract.

In collaboration with the State, Optum will:

- Provide training strategy oversight and governance
- Lead Training Plan creation and content development
- Use virtual training platforms to support end-user training
- Hand over training plan and foundational content to CDPH

Training Strategy:

- Establish defined work groups for deployment, communications, and training activities
- Identify potential trainers and super users with input from the State
- Collaborate with CDPH leadership for training deployment approach (e.g., pilot, phased rollout, big bang)

Training Plan and Content Development:

- Collaborate with work groups to identify organizational training practices
- Identify internal infrastructural requirements for training support (virtual, hardware, LMS processes)
- Develop communications plan for comprehensive messaging to end-users
- Develop initial training curriculum including training guide, tip sheets, and FAQs

Virtual Training:

- Optum will determine technical location for training/demos to be conducted
- Facilitation of multi-series training workshop to support end-user understanding of reporting platforms

The State will:

- Provide appropriate staffing ratios for site specific training and logistics plan

Execution of Training, the parties will work together in good faith to address such request through the Work Order Authorization (WOA) process.

2.1.14. MAINTENANCE AND SUPPORT

The Contractor shall be responsible for performing system maintenance and operation services. Maintenance and Support services begin in Phase 2 of the project and continue as each additional interface is moved to production.

The Contractor's CCRS solution includes end-user support in line with CDPH's critical business classification for these systems and their business functions. Contractor has included their Commercial Help Desk for user support via phone and email. The Help Desk serves the Level 1 role of addressing concerns as possible upon first contact. Calls that require application expertise or go deeper into data concerns will be routed to Level 2 support which can address application and function-level needs according to agreed-upon Service Level Requirements.

Contractor follows ITIL practices and resolves customer issues using a tiered service model:

- Level 1: Frontline support/basic support (minor issues) – These issues are simple and can be resolved quickly with first call resolution. Examples include password resets, general inquiries, and information requests.
- Level 2: Specialized/moderate technical support – These issues are moderately complex and require specialized support to troubleshoot. Examples include data fixes, navigation, and application/database issues.
- Level 3: Technical/integration support – These issues are complex in nature and require specialized knowledge to repair. Given the complexity of these issues, subject matter experts from the product team are engaged to provide authoritative responses on a timely basis. Examples include architecture related issues, code related issues, and complex application or system functional issues.

Root cause analyses is performed on Level 3 tickets and all those escalated to the Contractor by the State. When an issue is identified, analysts start a war room bridge and page the necessary resources to investigate.

Issues reported to the Help Desk are assigned priorities based on the severity of the call. Contractor will use the following approach to assigning issue priorities:

- Priority Level 1 (P1) means an Incident that severely impacts or has the potential to severely impact mission critical business operations or has high visibility to external customers. Incidents characterized by the following attributes:
 - Loss of a business critical CCRS such as a System, Service, software, Equipment, network component or facility making the CCRS:
 - Not Available
 - Substantially Unavailable or
 - Seriously impacting normal business operations
 - Affects a group or groups of people performing a critical business function
- Priority Level 2 (P2) means an Incident that significantly impacts or has the potential to significantly impact mission critical business operations or has moderate visibility to external customers. Incidents characterized by the following attributes:
 - Does not render a CCRS such as a System, Service, software, Equipment, network component or facility unavailable or substantially unavailable, but a function or functions are:
 - Not Available

- Substantially unavailable or not functioning as they should, in each case prohibiting the execution of productive work
 - Affect either a group or groups of people performing a critical business function.
- Priority Level 3 (P3) means an Incident that impacts a non-critical system or component of a Managed Application for a limited number of Users, or that impacts the ability of one or a limited number of Users to perform their primary function.
- Priority Level 4 (P4) means an Incident that impacts a single User's ability to perform his or her job function.

2.2. CONTRACTOR RESPONSIBILITIES

The Contractor shall design, develop, configure, test, implement, and maintain the CCRS during the CCRS contract period. During the performance of this contract, the Contractor shall provide services in the following areas:

1. CCRS System Design – Services and design documentation to complete the CCRS Architecture and General System Design, CCRS Requirements Management, the CCRS Detailed Design.
2. CCRS System Development – Services which provide for the implementation of a Software as a Service (SaaS) Software Installation Base System deliverable.
3. CCRS System Configuration – Services to configure the CCRS Base System Software to achieve State user required functionality and the Configuration of Base System Software deliverable.
4. CCRS Data – Services to include data processing and storage, including cleaning, organizing, deduplicating, matching the data and data modeling.
5. CCRS Testing – Services to plan and conduct CCRS end-to-end testing activities during implementation and on-going services to ensure system functionality is available and accepted by users.
6. CCRS Change Control and Management—Services to include a clearly defined process to submit, review, approve and schedule requests. The focus of this process will ensure that changes to the IT environment are carefully considered and reviewed to minimize impact on users and existing integrated services.
7. System Release into Production – Services to plan for the management of system release during the system development lifecycle and into production.

8. CCRS Implementation – Services to plan for training/knowledge transfer and organizational change management. Services to implement plans to train CCRS users and deploy the CCRS for broad use.
9. CCRS Maintenance and Operations – Services required to maintain CCRS at contracted Service Level Agreement (SLA) levels and provide for ongoing updates of CCRS to meet State needs.
10. CCRS Transition – Services to plan for the transfer of CCRS knowledge to the State staff to support CCRS users. Services to transfer Contractor CCRS knowledge to State staff selected to assume the roles and responsibilities for CCRS maintenance and operations. State will notify Contractor of the decision to transition services within 90 calendar days of the end of the contract term. Contractor will work with the State to develop a Transition Plan to document all data and solution elements that can transfer to the State and the plan to accomplish that transfer.

2.2.1. CONTRACTOR SERVICES

The Contractor is responsible for providing, software, design, development, configuration, testing, and implementation services, as stated in the Agreement. In addition, the Contractor shall be responsible for supporting all Contractor-provided System components (including but not limited to environments, software, and required operations) through the Base Agreement Period and any Mandatory Optional Extension exercised by the State. The Contractor responsibilities shall include the following:

The Contractor will:

1. Provide all detailed deliverables and, where appropriate, use the current CDPH standard software (e.g. MS Office, MS Visio, and MS Project).
2. Provide project artifacts such as but not limited to User stories, product backlog, sprint backlog etc.
3. Conduct Daily Scrum which should include key contractor staff and state staff.
4. Provide staff resource(s) with appropriate skills to complete each task successfully, within schedule and budget.
5. Have the required resources available during the timeframe of the Contract.
6. Be accountable for tasks, artifacts, deliverables, and timelines identified in the SOW.
7. Participate in virtual CDPH meetings and briefings, as reasonably required.

8. Work with CDPH to identify Key Stakeholders and Subject Matter Experts.
9. Review, clarify, and validate all CDPH stated requirements.
10. Comply with all applicable CDPH and State policies and procedures including, but not limited to, State project management guidelines as provided to Contactor, where Contractor has opportunity to review and assess if any new or revised have an impact to scope, schedule or price.
11. Provide all required documentation regarding system application configuration and/or customization, implementation, and operations as defined in this SOW.
12. Organize and facilitate requirement sessions and confirm the quality of the requirements that are captured and documented.
13. Ensure project implementation and system configuration activities are consistent with industry best practices, guidelines, and standards.
14. Identify, document, and report issues and risks to the CDPH Project Manager and resolve assigned issues and risks.
15. Submit deliverables to the CDPH Project Manager to review for completeness and accuracy, ensuring that each deliverable achieves CDPH approval and acceptance in accordance to mutually agreed upon acceptance criteria.
16. Develop and provide ad hoc reports as deemed appropriate and necessary by the CDPH and agreed to by Contractor.
17. Manage the testing process and ensure that all issues are documented and resolved per the Testing Plan.
18. Have assigned personnel to perform tasks remotely or at Contractor's site and be available to work onsite at the Sacramento facilities if COVID restrictions are lifted or social distancing is utilized unless formal permission from the CDPH Program Director to deviate is granted.
19. Provide all necessary equipment and materials to complete their scope of work, including but not limited to cellular telephones and computers or laptops to its employees at the Contractor's expense.
20. Have all assigned personnel agree and adhere to the State Information Technology security policies, standards, and guidelines.
21. Supply Contractor personnel all software needed by Contractor personnel. All software to be loaded onto State-provided computers must be approved in writing by the State.
22. Produce and deliver the Contractor Deliverables specified in the approved project work plan.

23. Implement a CCRS System that meets the requirements defined in this Statement of Work in accordance with all applicable federal and State laws, and State-specified business rules.
24. Cooperate with any third-party contracted by the State to provide additional Project support or oversight services.
25. Perform the services required under this Agreement in a manner that will not disrupt the operational needs of the State.
26. Return all State property, including security badges and State-provided computers, prior to termination of the Agreement.
28. Provide Help Desk Tiers 1, 2, and 3 support for the production CCRS System.

2.3. STATE RESPONSIBILITIES

The State responsibilities include the following:

1. Should Local (County), State and/or Federal guidance on COVID-19 change and the CDPH CCRS Project Manager deem necessary, provide appropriate facilities and equipment for the appropriate number of contractor key staff as needed by the state, including workspace consisting of desk space and a chair, and access to shared printers, scanners, and copiers. Conference rooms will be available throughout the building and can be utilized by Contractor personnel.
2. Provide access to applicable information, including but not limited to technical, program, and policy documentation, and ensure access to necessary personnel.
3. Manage the State's master project schedule.
4. Plan, conduct and evaluate User Acceptance Testing (UAT), with Contractor support, in accordance with the State-approved Contractor Deliverables.
5. Provide web-based training or training facilities for internal user training and knowledge transfer training (see Contractors' Library) should Cal-HR guidance on COVID-19 change.
6. Provide State personnel the time to attend CCRS System Training as documented in the State-approved Contractor Deliverables.
7. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
8. Participate in appropriate presentations and formal Project meetings.
9. Participate in appropriate informal meetings at Contractor request,
10. Prioritize applicable problems and issues for resolution.

11. Certify when the Contractor has met key Project Milestone Entry, Exit, and Acceptance Criteria.
12. Review and provide feedback on and approve all Contractor Deliverables in accordance with the Deliverable Management Plan, a component of the Master Project Management Plan.
13. Establish and manage Independent Verification and Validation (IV&V) services on the CCRS Project.
14. Coordinate the CDT Independent Project Oversight Consultant activities on the CCRS Project.
15. Provide program/policy personnel to support Contractor-provided trainers during formal classroom training for Internal Users.
16. Act as the point of contact to coordinate and manage all external agency participation consistent with CCRS Requirements.
17. Perform State responsibilities documented in State-approved Contractor Deliverables.
 - Escalating decisions, issues, and risks as needed to achieve resolution.
 - Identifying and reviewing project related issues, evaluating mitigation strategies, evaluating action plans, etc.
 - Approving all deliverables and subsequent invoices, having signing authority on change requests as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project.
 - Managing the internal components of the Organizational Change Management process and providing a lead contact for CDPH staff impacted by the new system.
 - All project management related activities.
 - Managing all aspects and phases of the project including, but not limited to project plan execution, integrated change control, scope/schedule/cost management, human resources, risk/issue management, and project communications.
 - Planning, guiding and overseeing the day-to-day project management activities, developing and managing the project schedule, and developing and ensuring other project work plans are completed.
 - Ensuring that other Stakeholders have opportunities to provide advice regarding pending decisions.
 - Provide Local and remote access to defined Contractor staff as

needed.

- Provide Building access during normal business hours Monday through Friday (7:00 am to 5:00 pm) or as defined and approved by the CDPH Program Director.
- Provide state security operations, business and IT personnel needed to implement connections, data sharing and other services required to successfully implement within the required timeframe.

2.3.1. Table 2.1: State Roles and Responsibilities

Project Team Role	Responsibility
1. Project Sponsor	<ul style="list-style-type: none"> • Ultimate responsibility for overseeing project governance. • Make decisions on scope, schedule, or budget changes when these elements change beyond 5% of the baseline. • Chair of the Executive Steering Committee (ESC). • Provide executive management sponsorship and support for the project • Assume project ownership of CCRS upon Final System Acceptance • Provides highest level of project review, policy leadership, and oversight, as needed • Serve as key business decision-maker of the project and provide decision-making authority • Establish project goals and priorities • Resolve issues and scope changes that cannot be resolved by project director • Support project funding and resources • Review and approve significant changes to project scope, budget, or schedule • Mediate issue resolution

Project Team Role	Responsibility
<p>2. Project Director</p>	<ul style="list-style-type: none"> • Make decisions on scope, schedule, or budget changes when these elements changes are within 5% of the baseline. • Ensure that external governing entities are properly consulted and engaged to provide timely approval of changes where required. • Ensure that decision items are properly analyzed before presenting them for decision. • Ensure that Stakeholders who need to provide advice about decisions have an opportunity for meaningful input. • Monitor risks and issues to make sure that matters are appropriately referred for a decision on a timely basis. • Ensure overall success of project • Provide a centralized structure to coordinate and manage the project, staff resources, teams, activities, and communication structured project management methodologies • Direct activities of state and contractor personnel assigned to the project • Determine that the implemented solution addresses the project's and associated program objectives • Determine quality control and quality assurance activities are performed in accordance with quality management plan; participate in quality planning, assurance, and control • Communicate project status to CDPH Management, Executive Sponsors, and External Stakeholders, as needed • Attends the ESC Meetings • Escalate project issues to the ESC that can't be resolved at the lower level • Monitor planning, execution, and control of activities necessary to support implementation of the CCRS • Provide leadership to state staff assigned to manage

Project Team Role	Responsibility
	<p>project teams</p> <ul style="list-style-type: none"> • Coordinate and monitor project charter, plan, and performance • Facilitate and approve internal and external Service Level Agreements (SLAs) • Attend recurring steering committee meetings • Participate in identification, quantification, and mitigation of project risks • Hold contractor responsible to deliverables defined in the SOW
Project Manager	<ul style="list-style-type: none"> • Make daily decisions based on direction provided by the Project Director or when changes are within the agreed-upon the delegated authority. • Ensure that other Stakeholders have opportunities to provide advice regarding pending decisions. • Communicate with the Project Director regarding decisions made. • Escalate issues for resolution to the Project Director when they are outside the Project Manager's span of control. • Monitor risks and issues to make sure that matters are appropriately referred for decision on a timely basis. • Attends the ESC Meetings • Escalate project issues to the ESC that can't be resolved at the lower level •
Executive Steering Committee (ESC)	<ul style="list-style-type: none"> • Attends the ESC Meetings • Escalate project issues to the ESC that can't be resolved at the lower level • Provide advice to the Project Sponsor and recommendations regarding any pending decisions. • Monitor risks and issues to ensure matters are appropriately considered for decision on a timely basis.

Project Team Role	Responsibility
Business Owner	<ul style="list-style-type: none"> • Make daily decisions regarding business aspects of the project as requirements are defined and design is developed. • Provide timely analysis and recommendations regarding issues that require decisions by the Project Manager, Project Director, or the Project Sponsor. • Escalate issues to the attention of the Project Manager and the Project Owner when the decision impacts the project more broadly.
IT Sponsor	Provide input to project decisions related to technologies the project will employ.
Department of Technology	<ul style="list-style-type: none"> • Approve projects when initiated. • conduct IT procurements. • Approve IT contracts and related amendment decisions. • Provide ongoing project support and oversight.
Department of Finance	<ul style="list-style-type: none"> • Approve project resources, via a Budget Change Proposal or Spring Finance Letter, for inclusion in the sponsoring organization's budget. • Advocate for the budget request before the Legislature. • Must review and approve contract changes that result in additional project costs. • Prepare a notification of changes to contracts for the Legislature, per Section 11.00 of the Budget Act.

Project Team Role	Responsibility
External Stakeholders	Provide advice regarding issues that are the subject of pending decisions.
Security Operations	Required to support the single-sign on option. State staff to provide technical knowledge to contractor and provide technical configuration to state's systems.
Database Administrators	To provide direction on data definitions, data schemas, etc. State staff to provide technical knowledge to contractor and provide technical configuration to state's systems.
Enterprise Architect	To confirm alignment with the CPHD architecture direction, and sign-off on design deliverables. State staff to provide technical knowledge to contractor and provide technical configuration to state's systems.
Infrastructure Support	To support establishment of communication interfaces. State staff to provide technical knowledge to contractor and provide technical configuration to state's systems.

2.4. REQUIREMENTS

System Acceptance for the September 30, 2020 start of production system operations is achieved by successful completion of the Phase 1 tasks and milestones defined in the project work plan.

2.5. CONTRACTOR HOSTED FACILITY ENVIRONMENT

1. The CCRS solution shall be hosted by the contractor on both a private and commercial public cloud infrastructure. The contractor's CCRS solution will be built on broadly used cloud services to collect data throughout the State and store such data within a single repository for analysis and reporting purposes.
2. The contractor's cloud solution must use standard cloud computing service models including Software as a Service (SaaS), Infrastructure as a Service

(IaaS), Platform as a Service (PaaS) with Cloud features such as:

- a) Availability
- b) Reliability
- c) Seamless Integration
- d) Faster Deployment
- e) Scalability & Elasticity
- f) Regularly Delivered Vendor-Managed Updates
- g) Security
- h) Predictable Total Cost of Ownership

- 3. The cloud solution must support Data as a Service (DaaS) to deliver data storage, integration, processing and/or analytics services via a network connection
- 4. Application components of the Contractor's CCRS solution meet all applicable security and privacy requirements. The ODX component of the Contractor's solution currently operates in their Private Cloud environment and has been certified to meet HITRUST standards. All security and privacy requirements including certification(s) shall be maintained throughout the life of the contract
- 5. The contractor shall develop the Software as a Service (SaaS) solution based on the Cloud Computing Special Provisions for Software as a Service and SaaS General Provisions, Effective (03/15/18, and 06, 07,19), which can be found at the following URL:

[Information Technology SaaS General Provisions](#)

[Information Technology SaaS Special Provisions](#)

- 6. The contractor's solution must comply with NIST SP800-53R4, NIST SP800-63 security requirements or equivalent framework
- 7. The contractor's solution must be hosted on FEDRAMP certified cloud or comparably secure cloud
- 8. The contractor's solution must provide Rapid Elasticity based on NIST 800-145 standards
- 9. The solution must offer operation and maintenance support for an end to end managed cloud services

10. The contractors cloud solution will align to State CDT's Cloud First policy ((State Administrative Manual Section 4983). Please refer to these documents:

<https://cdt.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf>

https://www.dgsapps.dgs.ca.gov/documents/sam/SamPrint/new/sam_master/sam_master_File/chap4800/4819.2.pdf

2.6. DESIGN, DEVELOPMENT, CONFIGURATION AND IMPLEMENTATION PERIOD

The Contractor must complete design, development, configuration, and implementation (DDCI) of the CCRS System in accordance with the CCRS Requirements and the tasks and deliverables included in the approved project work plan. The DDCI period includes Final System Acceptance.

2.7. PRIMARY TASKS

The Contractor shall comply with the following primary tasks:

1. Project Management;
2. Development, System Integration, Testing, and Implementation; and
3. Post Implementation Support Tasks (including System Acceptance, Help Desk Support, and Maintenance and Operations)
4. Documentation of overall architecture, governance and the above tasks

Descriptions of each group are provided below.

The State, with the assistance of the Contractor, will determine the scope, sequence, and timing of WOAs as they relate to the execution of tasks described in this section.

2.8. PROJECT MANAGEMENT TASKS

The SOW tasks and the deliverables required from the Contractor for Project Management are defined in the following tables. These tasks comprise a set of activities and deliverables for which the Contractor is responsible, and an updated System Development Plan that will identify the Contractor's approach to developing and/or configuring the solution to meet the California COVID Reporting System (CCRS) solution needs. It is the intent, and a requirement within this SOW, that the Contractor shall use the System Development Plan deliverable-defined processes to develop and implement the solution.

Additionally, the California COVID Reporting System (CCRS) Project will create a set of project management plans that the State of California Department of Public Health will use to manage the California COVID Reporting System (CCRS) Project. The Contractor work with the State to align its project management plan to these plans when the State has created its project management plans. Contractor will include the activities from these plans (e.g., attend risk management meetings), as described in the requirements, below, in its Project Schedule.

2.9. PROJECT MANAGEMENT

The State of California Department of Public Health is managing the project; however, the Contractor must proactively manage its responsibilities. The State of California Department of Public Health is requiring the Contractor to perform the following identified project management tasks and create and submit specified Project Management artifacts for the State of California Department of Public Health California COVID Reporting System (CCRS) Project.

1. The Contractor shall update and deliver its proposed **System Development Plan**.
2. The Contractor shall update and deliver its proposed **Project Schedule**.
 - The Contractor shall update its project schedule weekly and deliver the **Bi-Weekly Schedule Update** to State of California Department of Public Health in a format approved by CDPH and the Contractor by the first working day of the subsequent

week a **Weekly Status Report**. And by the fifth (5th) State business day of each month, the Contractor shall submit a **Monthly Status Report**. Both reports shall identify:

- Summary of work completed showing actual versus planned;
- Contractor tasks completed with supporting narrative;
- Contractor tasks in progress with supporting narrative;
- Contractor tasks planned for upcoming period with supporting narrative;
- Status of issues mutually assigned to the Contractor that are rated high and medium;
- Status of risks mutually assigned to the Contractor that are rated high and medium;
- Vacancy of contractor's team members, by position;
- Plan to fill vacancies more than 15 business days vacant;
- Inventory of opened and closed change requests mutually assigned to the Contractor; and
- Other items as mutually agreed to by the Contractor and the State.

3. The Contractor shall participate in other project meetings as needed.
4. The Contractor shall provide input for presentations and briefings as needed.

2.10. DEVELOPMENT, SYSTEM INTEGRATION, TESTING, AND IMPLEMENTATION TASKS

The SOW Implementation Tasks include all work efforts to define, configure, test, and implement the California COVID Reporting System (CCRS) solution using an agile methodology.

The State is requiring the Contractor to configure and implement the California COVID Reporting System (CCRS) solution as a SaaS solution. Therefore, the State is requiring specific deliverables to be developed, submitted, and approved. The following SOW requirements identify the tasks required for the Contractor to perform.

3.1. DELIVERABLE EXPECTATION DOCUMENT

Prior to initiating development of each Contractor Deliverable, the Contractor must prepare a DED and obtain the State's approval for such DED. The State review period for the DED shall be no less than three (3) calendar days during Phase 1 and no less than ten (10) business days during Phase 2.

The DED's goal is to ensure a common understanding exists between the State and the Contractor regarding the scope, format, and content (depth and breadth) of the Deliverable prior to the Contractor beginning work on the Deliverable. The complexity of the DED will be proportional to the complexity of the Deliverable. The DED must summarize the key content of the Deliverable including, where appropriate, checklists, key figures, diagrams and tables. All DEDs are themselves a Deliverable and due for delivery to the state in accordance with the terms of the Agreement. Formal DED approval shall occur in accordance with the Deliverable Acceptance Document (DAD) process below. The Contractor, at Contractor's risk, may proceed with Contractor Deliverable preparation prior to DED approval.

3.2. DELIVERABLE ACCEPTANCE OR REJECTION

The State will approve the final deliverable based on the DED using the Deliverable Acceptance Document (DAD). The Contractor may not change a deliverable that has been accepted by the State without the State's approval.

1. The State will be responsible for reviewing and approving in writing, each work product and deliverable including but not limited to plans, designs, drawings and reports using the State's DAD. The State will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as required in this Agreement.
2. Should the work performed, or the Deliverables produced by the Contractor fail to meet State conditions, requirements, specifications, guidelines, or other applicable standards as identified in the Agreement, the following resolution process will be employed, except as superseded by other binding processes:
3. The State will notify the Contractor in writing within twelve (12) State business days after completion of each deliverable of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor, unless Contractor and the State have mutually agreed to a different review period for the DED
4. If the State has identified inadequacies and/or failures, the Contractor must, within five (5) State business days after problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or submit a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's problem notification within

the required time limits may result in immediate termination of the Agreement. The State may, at its discretion, allow a longer period than the five (5) State business days in consideration of the scope of the change.

5. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or correction action plan. If the State rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan within three (3) State Business Days of notification of the rejection. Failure by the Contractor to respond to State notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.
6. The State will, within three (3) State Business Days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Agreement.
7. Lack of response on the part of the State does not constitute Acceptance of any Deliverable.

2.11. BUSINESS PROCESS DEVELOPMENT TASKS

The objectives of the Business Process Development tasks are for the State to gain a clear understanding of the overall business process and sub- processes for the California COVID Reporting System (CCRS) Solution. The Business Process Development tasks require the Contractor to conduct a Fit-Gap Analysis between State law and the existing SaaS product that will serve as the basis of the California COVID Reporting System (CCRS) solution. Next, the Contractor will participate in a Joint Application Design (JAD) session with the State to refine and expand on the proposed high-level business processes and sub-processes. The need is to obtain concurrence from the programs for each process, sub-process, and the associated steps.

Although the State's programs and the Contractor agree to the processes and sub-processes prior to developing the user stories, it is not intended that all processes and sub-processes must be defined, reviewed, and concurred with prior to defining any of the user stories required in the Product Backlog Elaboration. The Contractor's development methodology in the System Development Plan may expand upon an individual process and associated sub-processes. The Contractor will then proceed with developing user stories for the selected process and sub-processes in an iterative-

type approach. However, it is important that the Contractor documents all the business processes and sub-processes in the required Business Processes Document throughout the Agile development.

2.12. TEST AND REMEDIATION SUPPORT TASKS

The objective of the Test and Remediation Support Tasks is to provide testing and remediation support for the California COVID Reporting System (CCRS) solution.

A Test Plan will be developed as part of Phase 1 activities and will include standard test cycles to confirm successful implementation of the CCSR prior to the September 30, 2020 deadline.

Given the compressed timeline for Phase 1 of the project, the following assumptions apply to testing:

- During UAT, Contractor will provide an audit, balance, and control report to confirm that all data inputs are accounted for through input and output processes.
- During UAT, the State will validate data quality through reporting provided by Contractor's data ingestion and enrichment processes.
- Testing activities, including UAT will likely occur in parallel as individual components of the solution are implemented. This is necessary to complete comprehensive testing within Phase 1.
- State will define the specific roles required to complete UAT so that role-based access controls can be implemented in time to support testing.
- State will participate in review and approval of test scripts according to the timeframes defined in the approved project work plan.
- State agrees to perform UAT activities within the timeframes defined in the final, approved project work plan.
- Unless explicitly approved in writing by CDPH, Contractor may not use production data during testing and development.

2.13. GO-LIVE TASKS

The Contractor's project work plan will include the tasks required to achieve the migration of data inputs, processing of data, implementation of the CCRS Data Warehouse, external access to data, and training as described in this Statement of Work, and to meet the September 30, 2020 implementation milestones.

2.14. Implementation Services

1. The Contractor must lead the implementation project schedule management effort by

developing and managing the schedules used to report progress and monitor risk from all stakeholders and advising management of implementation Readiness issues.

2. Contractor must develop, deliver, maintain, and execute an Implementation Plan, in accordance with the Deliverables section.
3. Contractor must turn over all materials necessary to transfer knowledge to the State consistent with the Contractor's implementation strategy and execution.
4. Contractor must coordinate and collaborate with the State Implementation
5. Team, other contractors, to support end-users throughout the life of the contract.
6. Contractor must develop and deliver implementation resources (tools, templates, reference materials) to the State.

2.15. USER MANAGEMENT

1. The objective of User Management is to have all State-identified user accounts established and maintained during the development and implementation.
2. The Contractor shall be responsible for establishing a process by which access is granted at various levels according to the user's role and permissions. The state and contractor will mutually establish which levels each party will be responsible for and then held accountable for adding, deleting, and suspending users of the CCRS solution.
3. The Contractor shall perform other user management functions such as the assignment of roles, initial passwords, password resets, etc. The solution must enable data Stewards to define data access policies and provision access in a self-service manner. The solution must provide a web interface to manage a Role-Based Access Control (RBAC) in SaaS Cloud. The solution must enable a user with permissions to grant access to another user.
4. The solution must authenticate users at login time according to accepted two-factor authentication standards and security rules.
5. The contractor's staff shall offer training to State on how to manage users and grant access based on roles and permissions.
6. The solution must be able to support various functional user roles such as Data Scientists, Data Analysts, Data Stewards, Program analysts, Program planners, etc. The solution must be able to manage user roles for different categories of users who will be the end-users of the solution:
 1. Executive-level state employees will be viewing the platform.
 2. State program staff from other state departments

2.16. POST-IMPLEMENTATION SUPPORT TASKS

The objective of Post-Implementation Support Tasks is to define the tasks that are required during the System Acceptance period and the Maintenance and Operations (M&O) period of the contract. For M&O, the Contractor is responsible for all the configurations, customizations and interfaces in creating the California COVID Reporting System (CCRS) solution.

2.17. SYSTEM ACCEPTANCE TASKS

1. "System Acceptance" is defined as achieving a period of stability for thirty (30) consecutive calendar days upon completing implementation release and of each major phase (or release) as defined in the approved Project Schedule ("Acceptance Period"). Stability is defined as having the production system operating without any Critical or Major Deficiencies during the Acceptance Period. For the purposes of system acceptance, Critical or Major Deficiencies must be attributed to Contractor scope of responsibility or under direct control of the Contractor. Should this type of defect occur, the thirty 30-day clock will restart upon the defect being resolved by the Contractor, the fix being successfully migrated to production, and accepted by CDPH.
2. The Contractor shall not receive System Acceptance from the State until all System Acceptance Criteria identified in the approved implementation Plan have been met and approved by the State. System Acceptance Criteria includes:
 1. Technical Training and Knowledge Transfer Completion Report
 2. Post-Implementation Assessment Report
 3. All requirements have been met and delivered, tested and documented in the Requirements Traceability Matrix
 4. System Software and Documentation
 5. Defects resolved in accordance with the CCRS Implementation Plan
 6. Revised Requirements Traceability Matrix
 7. Final release to production without incident as agreed upon with the State
 8. Written State approval of System Acceptance
 9. Contractor shall coordinate resolution with the State's Project Director for any areas that do not pass testing and coordinate re-testing of all related and affected areas of the system, as determined by the State.
10. Contractor shall provide the State with a State accepted "Transition" period after the "Go-Live" to ensure that the system is bug-free and

stable.

11. System “Go-Live” will occur on the first business day after the Parties have certified the system is ready for use on September 30, 2020, based on the standards and performance identified in the project work plan.

2.18. WARRANTY / MAINTENANCE AND OPERATIONS (M&O)

1. Warranty / Maintenance and Operations (M&O) **Warranty.** The Warranty Period shall commence upon acceptance of the last major phase (or release) as defined in the Approved Project Schedule. Maintenance and Operations. The Statement of Work (SOW) tasks and the deliverables required from the Contractor for the Warranty / M&O period are defined in the following tables. These tasks comprise a set of activities and deliverables for which the Contractor is responsible and result in an updated M&O Plan that will identify the Contractor’s approach to maintaining and/or configuring the solution to meet the CDPH needs once in production. This requires the Contractor to use the processes defined in the M&O Plan deliverable for all post-implementation changes to the solution through the remaining life of the contract.
2. Maintenance and Operations will commence upon System Acceptance and the “Go Live” event. During M&O, it is anticipated that the Contractor shall maintain adequate staffing levels, as approved by the State, to perform updates, resolve problems, make changes to improve efficiencies, etc. and continue to implement new functionality throughout the life of the contract as prioritized and mutually agreed. Should the Contractor need to change any part of the Solution that has achieved System Acceptance and is therefore under the State’s control, the Contractor must obtain the State’s approval prior to any change being made. Deficiency resolution will be performed at the Contractor’s own expense for all Deficiencies that are covered under Warranty as specified above.
3. Since the Contractor is providing a cloud SaaS solution where the CCRS solution is providing a service to the State stakeholders, Service Level Agreements (SLA) are critical for ensuring that the provided service meets the needs of the stakeholders and applies appropriate penalties should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual penalties for failing to provide the required levels of service.

4. Agreed-upon SLAs will be in effect at the go-live date for Phase 1 as identified in the final project work plan.

2.19. KNOWLEDGE TRANSFER

1. The contractor shall be responsible for assisting with Organizational Change Management and providing all required training to internal trainers (train-the-trainer) based on the contractor's implementation approach.
2. During the Term of the Contract, the Contractor shall conduct knowledge transfer activities with the State to prepare State staff to assume management of the system development framework for future system improvements. Knowledge transfer includes:
 - Deduplication and ingestion of data
 - Management of data quality business rules and other system and application settings required to manage data quality
 - Establishing queries for custom analytics
 - Data Management
 - User access management
 - User interface management
 - Dashboard management
 - User Support management and procedures
 - Management of Cloud and on-premises systems, sub-systems, and applications
 - Database management and related sub-systems and procedures
 - Management and configuration of analytical/reporting systems
 - Business glossary, data dictionary, and schema, and data models for all databases
 - Management and configuration of data transfers, interfaces and data exchanges
 - Backup procedures and disaster recovery configuration
 - Documentation of the overall system architecture including Logical View, Development View, Process View, Physical View, and Use Case/Scenario View

2.20. FINAL SYSTEM ACCEPTANCE

1. Contractor shall close the Project (Phase 1 implementation of the CCRS solution) in accordance with the Project Close-Out Plan.
2. Contractor shall meet with the State two (2) weeks prior to the scheduled end of Project to confirm all Project Close-out Acceptance Criteria as identified in the Implementation Plan. The State will approve the criteria.
3. Contractor shall provide the State a Final Project Report to report on and

confirm completion of the Project and Project close-out tasks.

4. The Contractor shall not receive Project and Contract Close-out approval from the State until all Project Close-out Acceptance Criteria identified in the Implementation Plan have been met and approved by the State. Project Close-out Acceptance Criteria includes:
 5. Written State approval of System Acceptance
 6. Written State approval for all Deliverables and final revisions of Deliverables
 7. Written State approval of the Final Project Report
 8. Written State approval of Project Close-out
9. At the onset of the Project Close-Out Period, the Contractor shall include Project Close-Out status reporting in the Weekly Status Report. The Project Close-Out portion of the Weekly Project Status Report shall include, at a minimum, a description of the progress made on each Task, Deliverable, and/or Milestone, including any variance from the baseline.
10. The State will work closely with the Contractor during this process and must approve all updates to the Contractor's Project Close-Out approach and plans prior to starting Maintenance and Operations.
11. Contractor shall maintain key staff as identified in the Section 5: Contractor Roles and Responsibilities to satisfy and maintain compliance.
12. The system is operating in a manner meeting all the Functional and Non-functional Requirements of this Contract.

3. CONTRACTOR PERSONNEL

Please refer to table Contractor Key Staff Roles and Responsibilities in Section 2.3

3.1. KEY STAFF MANDATORY QUALIFICATIONS

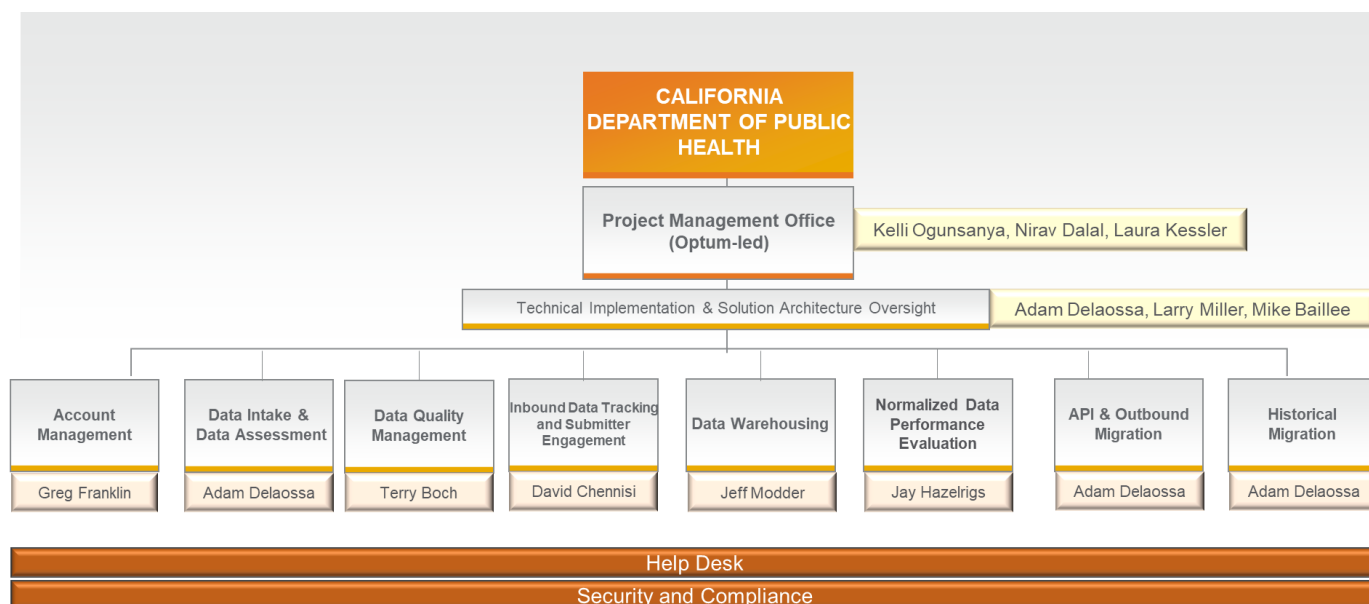
The Contractor must provide Key Personnel as described below. For purposes of this Contract, the term "Key Personnel" refers to Contractor personnel deemed by CDPH to be essential to the Contractor's satisfactory performance of the requirements contained in this Contract. Please note that all listed Key Personnel are expected to be available through all implementation phases.

Key Personnel are identified below. One (1) individual can serve in more than one (1) role if: (a) the Contractor can demonstrate that the individual can successfully carry out all responsibilities within the identified time-frame and the project quality and success will not be impacted; and (b) CDPH provides prior approval.

The Sharing of roles is NOT allowed for the following Key Personnel:

8. Account Manager, Greg Franklin
9. Regional General Manager, Nirav Dalal
10. PMO Manager. Kelli Ogunsanya
11. Enterprise Architect, Lawrence Miller

In addition to key staff, Contractor will provide necessary staffing to support the implementation and ongoing operations of the CCRS. Contractor staff will be aligned according to individual work streams, with leads assigned over each work stream. The following chart identifies the work streams and leaders associated with each.



3.2. KEY STAFF REPLACEMENT

The Contractor must commit to the continuing availability and participation of the staff filling the Key Staff roles, to the extent of the Contractor's control, for the duration of the Project or for their proposed period of involvement (as defined in the master project schedule).

Except in the case of a leave of absence, sickness, death, retirement, termination or resignation of employment or association, or leaving Contractor's employment and not serving as a consultant or contractor to Contractor, or other circumstances outside the reasonable control of Contractor, the individuals designated to fill any of the Key Staff roles in Contractor's Response shall not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual, as described in the Contractor's Response, without the prior written approval of State.

The State of California Department of Public Health recognizes that a resignation or other events may cause Contractor Project team members to be unavailable. The State of CCRS Project Director shall approve or deny all the Contractor's proposed

replacement project team members designated to fill any one of the Key Staff roles. Any of these proposed replacement staff must have the same or higher-level skills and experience as those requirements stated in the Agreement.

The steps to replace Key Staff members are as follows:

12. If a Key Staff member notifies the Contractor that they will be leaving the project, the Contractor must notify the Project Manager or designee within two (2) State business days after being notified by the Key Staff member.
13. The Contractor must provide qualified replacement personnel within ten (10) State business days from notification from Key Staff. The Contractor will submit its request to the State of California Department of Public Health and the resume(s) for the proposed replacement staff possessing the experience which meets the Key Staff requirements of this Agreement for the Key Staff role being replaced.
14. The proposed replacement staff must have the same or higher-level skills and experience as the person leaving the Project. The State reserves the right to validate the proposed replacement staff references and/or interview the proposed replacement staff prior to approving their participation on the Project. The California COVID Reporting System (CCRS) Project Manager or designee has up to five (5) State business days to approve or disapprove the selected replacement.
15. The candidate receiving Acceptance by the State shall be available to start immediately unless otherwise agreed to by the State.
16. The billable rate for the replacement key staff shall not exceed the billable rate of the key staff that is leaving.
17. All key staff including substitutes must complete all required State security and confidentiality agreements prior to performing the service.
18. An amendment to the Agreement is not required for Contractor Key Staff changes.

4. UNANTICIPATED TASKS

1. In the event that additional work shall be performed which was wholly unanticipated and is not specified in the SOW but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
2. For each item of unanticipated work not specified in the SOW, a WA will be prepared.

3. It is understood and agreed by both parties to this contract that all the terms and conditions of this Contract shall remain in force with the inclusion of any such WA. Such WA shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
4. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the contractor, including:
 - The job classification(s) or approximate skill level(s) of the personnel to be assigned available by the contractor,
 - An identification of all significant material to be developed by the Contractor and delivered to the State of California Department of Public Health,
 - An identification of all significant materials to be delivered by the State of California Department of Public Health, to the contractor,
 - An estimated time schedule for the provisions of these services by the contractor,
 - Completion criteria for the work to be performed,
 - The name or identification of the Contractor personnel to be assigned,
 - The Contractor's estimated work hours required to accomplish the purpose, objective or goals, and
 - The Contractor's billing rates per work hour, and the contractor's estimated total cost of the WA.
5. All WAs shall be in writing prior to beginning work and signed by the Contractor and the CDPH. The Contractor shall not begin work on a WA until the authorized CDPH, staff (Staff Counsel, IT Acquisitions Manager, and CDPH, Contract Official) and the Contractor have approved the WA.
6. The CDPH has the right to require the Contractor to stop or suspend work on any WA pursuant to the "Stop Work" provision of the General Provisions.
7. Personnel resources will not be expended (at a cost to the CCRS on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
8. If, in the performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the CDPH, in writing of the Contractor's estimate of the work hours, which will be required to complete the WA in full. Upon receipt of such notification, the CDPH may:
9. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA

(such an authorization not unreasonably to be withheld), or

10. Terminate the WA, or
11. Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.
12. The CDPH, will notify the Contractor in writing of its election within seven
13. (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The CDPH, agrees to reimburse the Contractor for such additional work hours, in accordance with the terms of the WA.

5. DATA HANDLING & SECURITY POLICIES

1. The contractor's solution must provide storage for at least two million (2,000,000) case records and twenty million (20,000,000) lab records at initial implementation.
2. The contractor's solution must accommodate storage for growth in the number of client records with the ability to scale faster in Phase 2. The solution must be able to accommodate the volume increase which is estimated to double every 30 – 60 days.
3. The contractor's solution must comply with all federal and state laws pertaining to receipt, storage, and disclosure of PII (Personally Identifiable Information) and PHI (personal health information), including, but not limited to, the Information Practices Act of 1977 and HIPAA (Health Insurance Portability and Accountability Act) standards.
4. Application components of the Contractor's CCRS solution meet all applicable security and privacy requirements. The ODX component of the Contractor's solution currently operates in their Private Cloud environment and has been certified to meet HITRUST standards.
5. The contractor shall develop the Software as a Service (SaaS) solution based on the Cloud Computing Special Provisions for Software as a Service and SaaS General Provisions, Effective (03/15/18, and 06, 07,19), which can be found at the following URL:
 - [Information Technology SaaS General Provisions](#)
 - [Information Technology SaaS Special Provisions](#)
6. The contractor's solution must comply with NIST SP800-53R4, NIST SP800-63 security requirements or equivalent framework

7. The contractor's solution must provide Rapid Elasticity based on NIST 800-145 standards
8. The contractor's solution must comply with FIPS 140-2 Encryption standards
9. The contractor's solution must comply with State of California Information Security Policies, Standards and Procedures outlined in State Administrative Manual Chapter 5300.
10. The contractor's solution must operate and function according to section 508 standards for web content as appropriate

5.1. SECURITY POLICIES

The Contractor and subcontractor personnel must adhere to the following security policies:

1. California Department of Technology [CDT Information Security](#).

6. CONFLICT RESOLUTION

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems informally that arise in connection with this Agreement, pursuant to this Section and as provided in the General Provisions – Information Technology (SaaS GP, Provision 35, Disputes). Both parties shall continue without delay to carry out all their respective responsibilities under this Agreement while attempting to resolve the conflict under this Section.

7. SERVICE LEVEL AGREEMENTS

7.1. For Phase 1: (Implementation)

- Upon approval of the baselined project work plan, deliverables in the work plan, and the associated timeline, form the basis for the implementation SLA. Contractor shall deliver these key deliverables for Phase 1 go-live:
 - Completion of historical data migration
 - Development of interface connections necessary to support the single connection supporting Phase 1 data transfers.
 - Processing of normalized data and implementation of data dashboard
 - Implementation of File Management Process
 - Implementation of data warehouse

7.2. For Phase 2: (Start of Operations)

- CCRS will be available 24 x 7, except for pre-approved downtime for maintenance, 99.9% of the time.

- Return to Operations (RTO) of the CCRS is less than 24 hours.
- Recovery Point Objective (RPO) of the CCRS is one hour.
- Setup, development, testing, and delivery of Redirection of direct connection interface to one or more of the 392 data providers will be completed within 2-3 weeks.
- For new direct connect interface, setup, development, testing, and delivery will be completed in 7-10 days (subject to data provider's preparedness and cooperation)
- Backup retention – at least one year with option of extending (in ODX, the original messages are retained for 30-days, and processed data is retained during the term of the contract. In Snowflake, time-travel capability is available for 90 days; Contractor is providing pricing to support additional data backups to support backup retention of data for one year. Backup approach is weekly for the previous four weeks and monthly prior to that. Upon termination of contract, backups are transferred to the State.)
- Response time for issues reported to the Help Desk. Based on the priority assigned to each reported issue, Contractor agrees to the following response times:
 - Priority 1: within two business hours
 - Priority 2: within six business hours
 - Priority 3: within 12 business hours
 - Priority 4: within 24 business hours

8. LIQUIDATED DAMAGES

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate the State of California Department of Public Health for damages that are impractical or extremely difficult to estimate, but which would be sustained by the State of California Department of Public Health in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the State of California Department of Public Health would sustain as a result of non-compliance to the terms of the Contract. These amounts are not punitive. The State of California Department of Public Health and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed-upon services in a timely manner as specified in the agreed to Service Level Agreements, the State of California Department of Public Health may assess Contractor such amounts as

Liquidated Damages, and not as a penalty.

8.1. LIQUIDATED DAMAGE CAP

If imposed, Liquidated Damages will not exceed (ten percent (10%)) of the base Agreement Amount.

8.2. PAYMENT OF LIQUIDATED DAMAGES

The State of California Department of Public Health may deduct Liquidated Damages from Contractor's fees as earned or may assess such Liquidated Damage fees by a separate invoice at any time or as part of standard monthly invoicing during the Agreement or within (thirty (30) days) after the Agreement ends. The State will notify the Contractor Representative (see Table Contract Representatives) in writing of any claim for Liquidated Damages pursuant to this section on or before the date the State deducts such sums from money payable to the Contractor. If the State of California Department of Public Health imposes Liquidated Damages, upon notification by the State of California Department of Public Health, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s) to the State of California Department of Public Health.

Imposition of Liquidated Damages does not constitute a waiver of the State's right to issue a Stop Work Order, as provided in Provision 36 Stop Work of the SaaS GP or to terminate the Agreement pursuant to Provision 17 Termination for Default of the SaaS GP. In the event of such a termination, the State shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Agreement.

8.3. CALCULATION OF LIQUIDATED DAMAGES

For each month the Contractor's performance falls below the SLA, the Contractor shall provide the State a credit in the amount of \$4,909.93 (**note: Table 8.3.1-Calculations of Liquidated Damages, total of table's "Cost per Day"**) per business day that did not meet the SLA. The total Liquidated Damages shall not exceed ten percent (10%) of the sum of the Base Contract Term. The Liquidated Damages is equivalent to one day of State effort as defined in the following table.

Figure 8.3.1

Classification	FTE's	Burdened Labor Rate	Total FTE Burdened Labor Rate	Cost per Day
<i>IT Manager I</i>	1	\$138.51	\$138.51	\$1,108.11
<i>IT Spec II</i>	1	\$128.94	\$128.94	\$1,031.53
<i>IT Spec I</i>	2	\$121.06	\$242.12	\$1,936.96
<i>IT Assoc</i>	1	\$104.17	\$104.17	\$ 833.33
Total Cost per day \$4,909.93				

9. WORK ORDER AUTHORIZATION

Both parties agree that this engagement shall remain as deliverable based contract. But as the COVID-19 environment is constantly changing, the Work Order Authorization (WOA) process will be used throughout the Term of this Agreement to execute services as necessary to ensure a successful engagement.

The Contractor, with the State's assistance, shall complete a WOA for approval by the State as the first step for any Tasks, Activities, and/or Work Product within this Agreement. The parties will mutually agree ahead of time on change specifications and acceptance criteria, which the Contractor shall document in writing in a WOA. The WOA addresses all components required by this Agreement and further defines, in writing, any changes mutually agreed upon during meetings and planning sessions.

The Contractor shall provide tasks to the State Project Manager by the due date specified in the approved WOA, unless the State has granted written permission, by way of an amended WOA, to deviate from the schedule. WOAs shall be comprehensive in the level of detail and quality, be professional in presentation, and consistent in style and quality. If a document is a composite work of many people within the Contractor's organization, the document is edited for style and consistency.

- 9.1.** Contractor shall prepare a WOA using Exhibit 6: Work Order Authorization (WOA) document.
- 9.2.** Is it understood and agreed upon by both parties that all of the terms and conditions of this Agreement shall remain in full force, regardless of the inclusion of any subsequent WOA. Subsequent WOAs shall in no way constitute a separate Agreement, nor in any way amend or supersede any of the provisions of this Agreement.
- 9.3.** Each WOA shall consist of a detailed statement of the purpose, objective, and/or goals to be

undertaken by the Contractor, including, but not limited to the:

- Identification of all significant material to be developed by the Contractor and delivered to State;
- Identification of all significant materials to be delivered by State to the Contractor;
- Estimated time schedule of the provision of services by the Contractor;
- Costs for the provision of services to be completed by the Contractor;
- Acceptance criteria for the work to be performed; and
- Estimated number of work hours required to accomplish the purpose, objective and/or goals; and
- Contractor's billing rates as identified in Exhibit 3: Cost Worksheet, and the Contractor's estimated total cost for each job required to perform services identified in the WOA.

9.4. All WOAs must be in writing and signed by the Contractor and State. The Contractor shall not begin work on a WOA until the authorized State staff has approved the WOA.

9.5. The State has the right to require the Contractor to stop or suspend work on any WOA.

9.6. If in the performance of the work, the Contractor determines that a WOA to be performed under this Agreement cannot be accomplished within estimated work hours, the Contractor shall immediately notify the State, in writing, of the Contractor's estimate of additional work hours and cost which are required to complete the WOA in full. Upon receipt of the notification, the State will:

- Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work; or
- Terminate the WOA; or
- Alter the scope of the WOA in order to define tasks that can be accomplished within the remaining estimated cost.
- Notify the Contractor in writing of its decision within three (3) calendar days after receipt of the notification.
- Completion of each WOA is subject to State approval, as described in Section 15, Work Order Authorization Acceptance or Rejection, below.

10. WORK ORDER AUTHORIZATION ACCEPTANCE OR REJECTION

All concluded work shall be submitted for review and acceptance or rejection to the State Project Manager on a Work Order Authorization Acceptance Document (WAD) (see Exhibit 7: Work Order Authorization Acceptance Document). The Contractor shall provide the State Project Manager, or his/her designee, with a WAD upon successful completion of the work identified in an approved WOA. If the acceptance criteria of the approved WOA has been met, the Contractor and State Project Manager, or his/her designee, signs the WAD. Signed acceptance through the use of the WAD process is required before processing an invoice for payment.

11. ESCROW SOURCE CODE

The Contractor agrees to provide a mutually agreeable third-party source code escrow account in which the current CCRS solution source code is available to the State for inspection at any time.

To protect the State investment during the design, development, implementation, and operational phases, the source code must be placed in escrow and the Contractor is

required to maintain, at the Contractor's expense, a source code escrow account for the CCRS solution for non-COTS Optum-provided solution components through a third-party vendor. The source code in escrow must be kept current by refreshing the source code while under development and in conjunction with major software upgrades or product releases.

CDPH has the right to audit the products kept in escrow during regular business hours upon sufficient notice to the Contractor and Escrow Company.

The Contractor shall submit evidence of the source code and documentation source material (the software build instructions, programming documentation, configuration information, and any other documentation used by the Contractor's programmers to understand the source code or to develop, compile, maintain, or update the software) deposited with an Escrow Entity to the CDPH within 30 calendar days of the Agreement Effective Date, in accordance with the following:

- The Contractor agrees to deposit a copy of the source code of the proprietary software product(s) used in the implementation, operation and maintenance support with documentation of the system with a mutually acceptable third-party escrow company during the term of the Agreement.
- The Contractor agrees to deposit a copy of the original and modified third-party proprietary software source code if any of the original third-party source code has been modified to meet the requirements of this SOW and resulting contract.
- The Contractor's third-party escrow company shall be located within the continental United States.
- The Contractor guarantees that it will place a copy of a revised or additional software source code and documentation with the escrow company within five (5) business days after the Contractor makes changes or additions to the software.
- The CDPH shall be entitled to receive a copy of such software source code in the event that the Contractor has ceased all business activities, is no longer in business or has filed for bankruptcy protection.

12. INSURANCE

12.1. Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each

insured against whom a claim is made, or suit is brought subject to the Contractor's limit of liability.

The policy must include the State of California, its officers, agents, employees and servants as an additional insured, but only insofar as the operations under the Contract are concerned.

The Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The Prime Contractor shall agree to furnish the State satisfactory evidence of insurance within ten (10) calendar days of Contract award.

12.2. Technology Professional Liability / Errors and Omissions Insurance

The Contractor shall maintain appropriate coverage to the Contractor's profession and work hereunder, with limits not less than \$10,000,000 per claim and 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 infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory civil fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a) The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:
- b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Contractor, including, but not limited to, losses caused by employees or

subcontractors of Contractor, and cost to restore the data and/ or information, as determined by the State.

- c) If the policies provide claims-made coverage, the following additional terms shall apply:
- d) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, whichever occurs first.
- e) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- f) 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 three (3) years after completion of work.

12.3. Cyber Liability Insurance

The Contractor shall maintain Cyber Liability with limits of not less than \$10,000,000 per claim and aggregate. Covering claims involving notification costs, privacy violations, information theft, damage to or destruction of electronic information, intentional and/ or unintentional release of private information, and alteration of electronic information, extortion, and network security.

13. MODIFICATIONS AND CLARIFICATIONS TO SAAS SPECIAL PROVISIONS

The SaaS Special Provisions shall be modified and clarified as provide below. Except as modified in this section of the SOW, all other provisions of the SaaS Special Provisions shall remain unchanged.

13.1. Section 1. Definitions

The definition of “Data Breach” is further clarified as follows in Section 1(e) “Data Breach” - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law. “Disclosure” means the release, transfer, provision of, access to, divulging in any manner of information outside the entity holding the information.

13.2. Section 4. SaaS and Data Security

The following language shall supersede the provisions set forth in Section 4(a)(2)(ii) – Contractor shall comply with NIST 800-53 Moderate Level. When Personal Data or other confidential information is no longer needed, the contract has terminated, or

any retention period has expired, it must be sanitized. All electronic or physical forms of CDPH PHI, PI, and/or other confidential information must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization.

13.3. Section 9. Data Breach

The provisions in Section 9 Data Breach shall apply to Data Breach as defined and Security Incident.

For notification purposes “Security Incident” means –

- i. an attempted breach; or
- ii. the attempted unauthorized access or disclosure, modification or destruction of the State’s data, in violation of any state or federal law or in a manner not permitted under the Contract; or
- iii. the attempted or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of State data; or
- iv. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- v. Security Incident does not include pings or false positives.

Notification of a Data Breach or Security Incident shall be provided to -

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

14. MODIFICATIONS AND CLARIFICATIONS TO SAAS GENERAL PROVISIONS

14.1. Section 1. Definitions

Section 1(s)(i) - The definition of “Non-Public Data” is clarified as follows: Non-Public Data means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or

policy from access by general public as public information. : “Confidential information” means information that:

- does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
- is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.

14.2. Section 37. Examination and Audit

The following clarification shall apply to the provisions of Section 37. Any Contractor proprietary of confidential information disclosed to the State as part of any audit shall be handled by the State in accordance with Section 31, Protection of Proprietary Software and other Proprietary Data.

EXHIBIT 2: ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

1. EARLY TERMINATION

Contract may be terminated pursuant to Termination for Convenience and Termination for Cause clauses set forth in GSPD401IT in Sections 22 and 23 thereof.

2. REMEDIES

In the event of a breach by the Contractor of any term or provision of this Agreement, the state shall have the right to pursue all remedies set forth in the GSPD401IT, including but not limited to Rights and Remedies of the State for Default set forth in GSPD401IT Section 25.

The rights and remedies set forth in this agreement are in addition to, and not in limitation of, any and all other rights and remedies the State may have at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

3. CHANGES AND MODIFICATIONS

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the agreement if both parties approve in writing.

4. CLEAN AIR ACT

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- B. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. FEDERAL WATER POLLUTION CONTROL ACT

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- B. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the state. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the state.

8. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the state, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the state and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By Paul Miller
Paul Miller (Aug 25, 2020 08:42 CDT)

Date Aug 25, 2020

Workstream	Description	Pricing Factors	Type	One-Time	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Program Management														
Program Management	Project leadership to ensure project coordination	FTEs	Professional Services		\$394,876	\$330,599	\$330,599	\$330,599	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
TOTAL:					\$0	\$394,876	\$330,599	\$330,599	\$330,599	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Data Intake / Data Quality														
Historical Data Load	Intake of historical data to ODX	Setup, configuration and tuning interfaces, data acquisition, and mapping of data for ODX & Diameter. 392 direct interfaces can be redirected during the life of this agreement at no additional cost.	Professional Services		\$324,800									
ODX Enterprise Data Acquisition	Mapping of data for ODX and Diameter consumption with data source coming from 392 data suppliers.		Professional Services		\$3,757,015									
Onboarding	Build State to Optum connections (Big Pipe)	Big Pipe	Professional Services		\$11,281									
ODX Build	Hardening of activity between end to end solution, including Diameter	Development and Engineering FTEs	Professional Services		\$1,627,480									
ODX Non-Labor Fee	ODX and Diameter per transaction fee	volume transaction fee	Professional Services		\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404
	Rates for additional daily transaction volume	150,001 - 300,000: \$0.060 300,001 - 600,000: \$0.054 600,001 - 1,200,000: \$0.048	Monthly invoice for transaction processing will be based on the sum of a per day fee using the volume pricing tiers. For example, if 150,000 tms are received on a day, the tier fee is \$0. If 300,000 tms are received on a day, the daily fee would be \$9,000 (150,000*06). If 1M tms are received on a day, the daily fee would be \$53,400 (150,000*06+300,000*0.054+400,000*0.048).											
	Build and map new interface with new data supplier on private connection	393 - 500: \$8,826 501 - 2,000: \$8,201												
TOTAL:					\$0	\$6,134,980	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404	\$414,404
Data Warehouse														
Technical Support	Labor for build and maintenance	FTE	Professional Services		\$667,941	\$181,336	\$181,336	\$181,336	\$181,336	\$181,336	\$181,336	\$181,336	\$181,336	\$181,336
Compute/Storage/support (20TB for storage, 42,000 credit Compute usage)	Non-labor fee for Data Warehouse	Build and Snowflake	License		\$147,623	\$147,623	\$147,623	\$147,623	\$147,623	\$147,623	\$147,623	\$147,623	\$147,623	\$147,623
Implement Additional Backup Capability	Labor to implement backup capability	FTE	Professional Services		\$90,045									
Additional Backup Capability (673 TB current capacity) excess will be added in tiered Additional Snowflake Storage Capacity	Non-labor cost for backup capability	Additional backup capacity beyond 673 TB at \$45 per TB per Month	Professional Services		\$27,270	\$27,270	\$27,270	\$27,270	\$27,270	\$27,270	\$27,270	\$27,270	\$27,270	\$27,270
Additional Snowflake Compute Usage		Additional storage capacity beyond 20 TB at \$33 per TB per Month												
		Additional compute usage beyond 42,000 credits												
TOTAL:					\$0	\$932,879	\$356,229	\$356,229	\$356,229	\$356,229	\$356,229	\$356,229	\$356,229	\$356,229
Help Desk														
Help Desk Support	Level 1, 2, 3 support	FTE	Professional Services		\$0	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428
TOTAL:					\$0	\$0	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428	\$71,428
Training														
Training Support	Creation of materials, scheduling, delivery, train the trainer	FTE	Professional Services		\$132,079	\$132,079								
		allocate pool for training to be accessed when needed, not fixed during the first two months.												
TOTAL:					\$0	\$132,079	\$132,079	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inbound Data Tracking / Case Data Tracking														
Lab Outreach / Data Quality Support	Fixed price based on interaction with up to 400 submitters.	FTE	Professional Services		\$67,917	\$67,917	\$67,917	\$67,917						
File Management	Automated file management	File Management System	Professional Services	\$1,991,440										
		Actual effort associated with this interaction activity will be reviewed regularly with the State and validated against the assumptions of this work												
		Additional support for Lab Outreach and Data Quality support can be provided to the State via a WOA and using a per hour rate card of \$145 for services.												
TOTAL:					\$1,991,440	\$67,917	\$67,917	\$67,917	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL:					\$1,991,440	\$7,662,731	\$1,372,656	\$1,240,577	\$1,240,577	\$892,061	\$892,061	\$892,061	\$892,061	\$892,061
									6 months	\$15,292,163				

Month 11	Month 12	TOTAL
\$50,000	\$50,000	\$1,786,673
\$50,000	\$50,000	\$1,786,673
		\$324,800
		\$3,757,015
		\$11,281
		\$1,627,480
\$414,404	\$414,404	\$4,972,848
\$414,404	\$414,404	\$10,693,424
\$181,336	\$181,336	\$2,662,637
\$147,623	\$147,623	\$1,771,476
		\$90,045
\$27,270	\$27,270	\$327,240
\$356,229	\$356,229	\$4,851,398
\$71,428	\$71,428	\$785,708
\$0	\$0	
\$71,428	\$71,428	\$785,708
		\$0
		\$264,158
\$0	\$0	\$264,158
		\$271,668
		\$1,991,440
\$0	\$0	\$2,283,108
\$892,061	\$892,061	\$20,644,469

Total Optum Resources	Month 1	Month 2	Month 3	Month 4
Total FTEs	69.2	58.0	43.8	37.6
Analyst	8.90	10.00	7.35	4.15
Application Architect	1.00	1.00	1.00	1.00
Business Analyst	13.00	13.82	12.80	11.63
Contract Lead	1.00	1.00	1.00	1.00
Data Engineer	5.10	3.52	3.00	2.00
Data Modeler	1.54	0.76	0.50	0.50
Database Engineer	0.00	0.00	0.00	0.00
Help Desk	3.00	3.00	3.00	3.00
Network Engineer	2.59	1.02	0.50	0.50
Production Support	4.13	4.13	4.13	4.13
Project Manager	6.50	4.57	4.49	4.00
Project Scheduler	1.00	1.00	1.00	1.00
Quality Engineer	2.09	0.52	0.00	0.00
Snowflake RSA	1.00	0.26	0.00	0.00
Sr Project Manager	1.00	1.00	1.00	1.00
System Admin	4.09	2.52	2.00	2.00
Tech Writer	1.00	0.00	0.00	0.00
Technical Architect	2.09	0.52	0.00	0.00
Technical Support	2.10	1.30	1.00	1.00
Trainer	7.10	7.10	0.00	0.00
Workstream Lead	1.00	1.00	1.00	0.70

*Resource allocation will be directed as necessary to address issues or concerns within all the work streams

Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
27.9	27.9	19.5	19.5	19.5	19.2	19.2
Resources						
3.10	3.10	1.63	1.63	1.63	1.33	1.33
0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.63	10.63	3.76	3.76	3.76	3.76	3.76
1.00	1.00	1.00	1.00	1.00	1.00	1.00
2.00	2.00	2.00	2.00	2.00	2.00	2.00
0.50	0.50	0.50	0.50	0.50	0.50	0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.00	3.00	3.00	3.00	3.00	3.00	3.00
0.50	0.50	0.50	0.50	0.50	0.50	0.50
4.13	4.13	4.13	4.13	4.13	4.13	4.13
1.00	1.00	1.00	1.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Month 12
19.2
1.30
0.00
3.74
1.00
2.00
0.50
0.00
3.00
0.50
4.13
1.00
0.00
0.00
0.00
0.00
1.00
0.00
0.00
1.00
0.00
0.00

CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS

THESE CLOUD COMPUTING – SOFTWARE AS A SERVICE GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (SOFTWARE AS A SERVICE) ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.

1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Application Program"** means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.
- b) **"Buyer"** means the State's authorized contracting official.
- c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) **"Contractor"** means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.
- e) **"Customer"** means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.
- f) **"Deliverables"** means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- g) **"Documentation"** means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.

- h) **“Eligible Public Entity”** means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. “Eligible Public Entity” includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. “Eligible Public Entity” also includes a federally-recognized tribal entity acting in its tribal governmental capacity.
- i) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- j) **“Hardware”** refers to computer equipment and is contrasted with Software.
- k) **“Information Technology”** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- l) **“Maintenance”** includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.
- m) **“Reseller”** means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- n) **“Service Provider”** means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.
- o) **“Services”** means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.
- p) **“Software”** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software

("Software Products") that the State downloads to the State's systems to facilitate use of the Service.

- q) **"Software as a Service (SaaS)"** is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- r) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- s) **"State Data"** means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. **"Non-Public Data"** means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
 - ii. **"Personal Data"** means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.
 - iii. **"Public Information"** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

- t) **“Statement of Work” (or “SOW”)** means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications (“carve-outs”) to the SaaS General and Special Provisions.
- u) **“User”** means any authorized end user of the Services under this Contract and includes Customer’s employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.
- v) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the

remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

- e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

8. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably

prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These Cloud Computing - Software as a Service General Provisions (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FI\$Cal generated Purchase Order, etc., and any amendments thereto;
- c) The Cloud Computing Special Provisions – Software as a Service (hereafter referred to as, the "SaaS Special Provisions"), which are incorporated by reference unless specifically modified and attached hereto, and other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets;
- f) The Service Provider's service agreement and attachments; and
- g) All other attachments incorporated in the Contract by reference.

12. INSPECTION, ACCEPTANCE AND REJECTION:

Unless otherwise specified in the Statement of Work:

- a) When acquiring SaaS, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing.
- b) For all other acquisitions, Contractor and its subcontractors will provide and

maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.

- c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

13. WARRANTY:

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
 - i. Services will be performed in accordance with the Contract; and
 - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty. The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:
 - i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
 - iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;

- iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
 - v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re-perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.
- d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.
- f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- g) Unless otherwise specified elsewhere in the Contract:
 - i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:
 - a. a modification made by the State, unless such modification is approved or directed by the Contractor,
 - b. use of Services in combination with software or services other than as

specified by the Contractor, or

c. misuse by the State.

- h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

14. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the United States Congress, if applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

16. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination,

regardless of any delay in determining or adjusting any amounts due under this clause.

- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or sub-contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.
 - i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

17. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "**18. Force Majeure**", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i. Perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days, unless

otherwise provided.

- c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.
- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled “**20. Limitation of Liability.**”

18. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled “Limitation of Liability”); and
- b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

20. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor’s liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a),

“Purchase Price” will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), “Purchase Price” will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

- b) The foregoing limitation of liability shall not apply:
- i. to any liability under provisions herein entitled “Compliance with Statutes and Regulations”;
 - ii. to liability under provisions herein entitled “Patent, Copyright, and Trade Secret Indemnity” or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights;
 - iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor’s negligence or willful misconduct;
 - iv. to costs or attorney’s fees that the State becomes entitled to recover as a prevailing party in any action; or
 - v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor’s failure to perform or negligent acts of its personnel.
- c) The State’s liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State’s sovereign immunity or any other immunity from suit provided by law.
- d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR’S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR’S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

21. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
 - i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 - ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 - iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

22. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

23. REQUIRED PAYMENT DATE:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

- a) the date of acceptance of Deliverables or performance of Services; or
- b) receipt of an undisputed invoice, whichever is later.

24. TAXES:

Unless otherwise required by law:

- a) the State of California is exempt from Federal excise taxes; and
- b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

25. CONTRACT MODIFICATION:

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11(f) Order of Precedence.

26. CONFIDENTIALITY OF DATA:

- a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for

all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.

- b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any “access” to, or “receipt” or “storage” of FTI to perform the Services under the Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor’s and/or Service Provider’s access to FTI is “incidental” to Contractor’s provision of Services, it is the parties’ view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

27. NEWS RELEASES:

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

28. DOCUMENTATION:

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

29. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor’s administrative communications and records relating to this Contract (collectively, the “Work Product”), shall be the Contractor’s exclusive property. The provisions of this

subsection “a)” may be revised in a Statement of Work.

- b) Software, other components of SaaS, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order (“Pre-Existing Materials”) do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor’s or its affiliates’ ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded SaaS pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

30. SOFTWARE LICENSE:

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software

Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);
- b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

32. FUTURE RELEASES:

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any SaaS versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

33. ENCRYPTION AND AUTHORIZATION KEYS:

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from Software manufactured

by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement

which is based upon:

- i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or
 - ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or
 - iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or
 - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

35. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in

writing, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

36. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the

Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

37. EXAMINATION AND AUDIT:

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

38. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction;

and

- ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;
 - ii. development or design of test requirements;
 - iii. evaluation of test data;
 - iv. direction of or evaluation of another Contractor;
 - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In

the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

39. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

40. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damaged sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

41. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

43. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery; and
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
 - i. the assignee has not been injured thereby, or
 - ii. the assignee declines to file a court action for the cause of action.

44. DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free

Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);
- b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. will receive a copy of the company's drug-free policy statement; and
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

45. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

46. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or

exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108; and

- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

47. RECYCLED CONTENT REQUIREMENTS:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

48. CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully
- b) comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- c) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new

employees to the New Hire Registry maintained by the California Employment Development Department.

49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

50. ELECTRONIC WASTE RECYCLING ACT OF 2003:

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

51. USE TAX COLLECTION:

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code.

Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

52. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

53. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.); and
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

55. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

STATE MODEL

CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

(Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) **“Cloud Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **“Cloud Platform as a Service (PaaS)”** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **“Cloud Infrastructure as a Service (IaaS)”** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **“Data”** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **“Data Breach”** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **“Encryption”** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **“Recovery Point Objective (RPO)”** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

STATE MODEL

CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

(Software as a Service)

- h) **“Recovery Time Objective (RTO)”** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request ;

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- iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
- iv. Privacy provisions of the Federal Privacy Act of 1974;
- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
 - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
 - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:

- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer,

the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement,

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the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State (“Transition Period”).
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor’s failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor’s and/or subcontractor’s possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State’s Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor’s notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State’s satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State’s Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a

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security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will

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provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

EXHIBIT 6: WORK ORDER AUTHORIZATION (WOA)

CONTRACTOR NAME: _____

CDPH CONTRACT NUMBER: _____ WOA NUMBER: _____

WOA START DATE: _____ WOA END DATE: _____

WOA TITLE: _____

ESTIMATED LABOR HOURS: _____ HOURLY RATE: _____

TOTAL COST OF APPROVED WOA: _____

DESCRIPTION OF TASKS:
PURPOSE, GOAL, OR OBJECTIVE:
CONTRACTORS RESPONSIBILITIES:
STATE RESPONSIBILITIES:
COMPLETION/ACCEPTANCE CRITERIA:

Upon approval, this WOA is mutually agreed to and hereby incorporated into the Contract.

AUTHORIZED AND APPROVED:

Contractor Project Manager (print name)

CDPH Contract Manager (print name)

Contractor Project Manager / DATE

CDPH Contract Manager / DATE

EXHIBIT 7: WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT (WAD)

CONTRACTOR NAME: _____

CDPH CONTRACT NUMBER: _____ WOA NUMBER: _____

WOA COMPLETION DATE: _____

TOTAL COST OF APPROVED WOA: _____

DESCRIPTION OF TASKS:

Should summarize Tasks as appropriate

State Acceptance/Rejection Statement:

For deficiencies that are not material, indicate conditions of acceptance, as applicable

Upon approval, this WOA is mutually agreed to and hereby incorporated into the Contract.

AUTHORIZED AND APPROVED:

Contractor Project Manager (print name)

CDPH Contract Manager (print name)

Contractor Project Manager / DATE

CDPH Contract Manager / DATE

Note: All invoices must be accompanied by a CDPH-approved Work Order Authorization (WOA) and its respective Work Order Authorization Acceptance Document (WAD). If an invoice is submitted without the approved WOA and WAD, CDPH's Contract Manager shall take no action until said documents are received.