

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Questys Solutions,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

data exporting services

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 24,350.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 8, 2020 to November 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

ds
DAVPSAM

Contractor

~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

County

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits
See Exhibit G for Addendum to Standard Agreement
Terms and Conditions

Questys Solutions 20-21
5010-02496

Contractor ^{DS} DAVPSAM 5.0 PERFORMANCE STANDARDS:

County _____

5.01 ~~CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.~~

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

^{DS} DAVPSAM TERMINATION:

Contractor _____

County _____

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

Contractor ^{DS} DAVPSAM 7.02

County _____

~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

Contractor ^{DS} DAVPSAM 7.03

County _____

~~The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.~~

Contractor ^{DS} DAVPSAM 8.0

County _____

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, ~~Independent Contractors~~, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Contractor ^{DS} DAVPSAM

County _____

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

~~errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.~~

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Contractor ^{DS} DAVPSAM

County _____

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

Contractor ^{DS} DAVPSAM 10.4

County _____

~~**Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.~~

Contractor ^{DS} DAVPSAM 10.5

County _____

~~**Royalties and Inventions:** County shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

Contractor ^{ds} 14.0 NOTICES:

DAVPSAM

Notices required under this Agreement shall be delivered personally or by first class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

County _____

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, DSS Director	Abbi Chopra, Regional Sales Representative
Name and Title	Name and Title
1000 S. Main Street Salinas, CA 93901	1224 Fern Ridge Parkway, Suite 100 St. Louis, MO 63141
Address	Address
831-755-4430	314-275-8877
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

Contractor ^{ds} 15.06 Assignment and Subcontracting:

DAVPSAM

~~The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

County _____

15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

^{DS} 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
DAVPSAM

Contractor _____

~~15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.~~

County _____

^{DS} ~~15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.~~

Contractor _____

County _____

15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Questys Solutions
Date: _____	Contractor's Business Name*
By: _____ Department Head (if applicable)	DocuSigned by: <i>Daniel Albert, Vice President Sales a</i>
Date: _____	(Signature of Chair, President, or Vice-President) *
By: _____ Board of Supervisors (if applicable)	_____ Name and Title
Date: _____	11/13/2020 10:43 AM PST
Approved as to Form ¹ _____ DocuSigned by: <i>Anne Breerton, County Counsel</i>	By: _____
By: _____ County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 11/13/2020 11:02 AM PST	_____ Name and Title
Approved as to Fiscal Provisions ² _____ DocuSigned by: <i>Gary Giboney</i>	Date: _____
By: _____ Auditor/Controller	
Date: 11/18/2020 11:05 AM PST	
Approved as to Liability Provisions ³ _____	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

List of Exhibits

Questys Solutions

Exhibit	A	Scope of Work/Payment Provisions
Exhibit	B	Order Quote
Exhibit	C	Service Availability
Exhibit	D	Maintenance and Support Services
Exhibit	E	Third Party Software
Exhibit	F	Change Order Form
Exhibit	G	Addendum to Standard Agreement Terms and Conditions



EXHIBIT A

SCOPE OF WORK
DSS DATA EXPORT PROJECT
PREPARED AUGUST 17, 2020

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Legal

This Scope of Work ("SOW") is entered into as a result of signing quote #3016 dated 10/26/2020 and between Harris Enterprise Resource Planning (hereinafter referred to as "Harris Enterprise Resource Planning", "Harris ERP" or "Harris"), and the customer as identified on the quote # referenced above ("Customer").

This SOW accompanies the quote referenced above; by Harris ERP and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Please note that Professional Services charges cannot be returned or refunded in any way once the Professional Services have been rendered.

Payment Provisions

One-half, \$12,175, of the total contract amount of \$24,350, will be invoiced upon execution of this Agreement. The remaining 50%, \$12,175, will be invoiced upon acceptance by the customer, with acceptance terms defined in Acceptance section of this SOW. Payment terms are 30 days after receipt of invoice.

Engagement 1

Summary

This professional services engagement is to export a subset of data from Questys CMx into a format that has been pre-defined and agreed upon by both Questys and Northwoods (customer software vendor).

The data exported within this engagement shall be used for development and testing purposes only. The final export, defined in a separate scope of work, will be inclusive of the data exported within this engagement.

Scope of Work

Questys Technical Services will perform a test export of between 5,000 to 6,000 documents from the Questys CMx system and deliver to the Customer a folder structure containing the files, along with an index file.

Records will be randomly selected from the following CMx Categories

- CaseFiles
- Case Files Restricted
- PA Enrollments
- PAFraud
- PA Overpayments
- PA Registry
- Public
- Restricted
- Sensitive Files

The index file may be a CSV or a XLSX file and will contain the following data.

- Document Path – a relational path to the document file.
- Customer ID – an ID that will link the file to the associated Customer
- Author
- CreateDate
- Additional Metadata Fields may be included from user data within Questys

Notes:

- The estimated timeframe for this project will be 5 business days.
- All work will be performed remotely by Questys staff.
- Additional software may be installed on the Questys server for this project. This software will be removed at the conclusion of this project.
- The customer agrees to allocate enough space on the Questys server for this project.

Acceptance

Engagement 1 will be complete based upon the following acceptance criteria

- Delivery of index file, CSV or XLSX
- Delivery of a folder location containing all record assets

Please note that the professional services engagement will be regarded by Harris ERP as accepted as is, if customer does not provide comments, feedback and/or does not make any employee available for more than 30 days after delivery of the above items.

Engagement2

Summary

This professional services engagement is to export a subset of data from Questys CMx into a format that has been pre-defined and agreed upon by both Questys and Northwoods (customer software vendor).

Scope of Work

Questys Technical Services will perform an export of no more than 800,000 records consisting of no more than 2 million pages from the Questys CMx system and deliver to the Customer a folder structure containing the files, along with an index file.

At the time of evaluation, in April of 2020, there were approximately 550,000 records consisting of 1.5 million pages.

Records will be randomly selected from the following CMx Categories

- CaseFiles
- CaseFiles Restricted
- PAEnrollments
- PAFraud
- PA Overpayments
- PARegistry
- Public
- Restricted
- SensitiveFiles

The index file may be a CSV or a XLSX file and will contain the following data.

- Document Path – a relational path to the document file.
- Customer ID – an ID that will link the file to the associated Customer
- Author
- CreateDate
- Additional Metadata Fields may be included from user data within Questys

Notes:

- The estimated timeframe for this project will be 60 days.
- All work will be performed remotely by Questys staff.
- Additional software may be installed on the Questys server for this project. This software will be removed at the conclusion of this project.
- The customer agrees to allocate enough space on the Questys server for this project.

Acceptance

Engagement 2 will be complete based upon the following acceptance criteria

- Delivery of index file, CSV or XLSX
- Delivery of a folder location containing all record assets

Please note that the professional services engagement will be regarded by Harris ERP as accepted as is, if customer does not provide comments, feedback and/or does not make any employee available for more than 30 days after delivery of the above items.



EXHIBIT B

Questys Solutions
2302 Martin #475
Irvine, CA 92612

Created Date 8/17/2020
Expiration Date 12/15/2020
Quote Number 00002906
Customer ID MON200

Prepared By Abhi Chopra
Phone 314-275-8877 x75313
Email achopra@harriscomputer.com

Contact Name Juan Plascencia
Phone (831) 783-7036
Email plascenciajp@co.monterey.ca.us

Bill To Name Monterey, CA, County of
Bill To County of Monterey
Information Technology
1590 Moffet St.
Salinas, CA 93905
USA

Ship To Name Monterey, CA, County of
Ship To County of Monterey
Information Technology/Warehouse
1610 C Moffet St.
Salinas, CA 93905
USA

Product Code	Product Description	Line Item Description	Quantity	Sales Price	Total Price
PSI05	Professional Services Project - Flat Rate	DSS Data Export Project - Documents Included up to February 2021	1.00	\$19,600.00	\$19,600.00
PSI05	Professional Services Project - Flat Rate		1.00	\$2,750.00	\$2,750.00
PSPROJMGMT	Project Management	Project Management Costs	1.00	\$2,000.00	\$2,000.00

Subtotal \$24,350.00
Total Price \$24,350.00
Grand Total \$24,350.00

Order Acceptance:

Signature of Authorized Representative

Print Name: Lori A. Medina

Payment Terms:
Invoiced in full upon signing and due Net 30 unless otherwise NOTED.

This quote, and the Professional Services outlined herein, are exclusively governed by the terms and conditions, including any limits of liability therein, of the Agreement between QSI2011, Inc. and the above listed party. Said terms and conditions shall override any conflicting, amending and/or additional terms contained in any order, supplemental terms, or other purchasing document submitted by the above listed party; and N. Harris Computer Corporation does not consent to, or acknowledge, any such additional terms contained in any order, supplemental terms, or other purchasing document that may be submitted by the above listed party with this quote.



QUESTYS

People More Productive

DSS Director

Print Title: _____

Date: _____

Payment Terms:

Invoiced in full upon signing and due Net 30 unless otherwise NOTED.

This quote, and the Professional Services outlined herein, are exclusively governed by the terms and conditions, including any limits of liability therein, of the Agreement between QSI2011, Inc. and the above listed party. Said terms and conditions shall override any conflicting, amending and/or additional terms contained in any order, supplemental terms, or other purchasing document submitted by the above listed party; and N. Harris Computer Corporation does not consent to, or acknowledge, any such additional terms contained in any order, supplemental terms, or other purchasing document that may be submitted by the above listed party with this quote.

Service Availability

Availability and Uptime Objectives:

1. Availability of the Services is defined as when the Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
 - b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
 - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice. In the case of an emergency or other non-routine maintenance event, Harris reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by Harris in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
 - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - c. An error or the acts or omissions of Customer Representatives or Users;
 - d. Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
 - e. Any other force majeure event, as set out in Section 16(m) of the Agreement.

Maintenance and Support Services

Harris reserves the right to make modifications to this Agreement as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the customer.

STANDARD SUPPORT AND MAINTENANCE SERVICES

The following services are included as part of Harris' software support contract:

- Toll Free Telephone support
- Sunset Rule Program: same (business) day call back program
- Software for Life
- Guaranteed Support on Customer's existing applications for as long as Customer pays the relevant Maintenance and Support Fees and has paid their Annual Licensing and Services Fees,
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting, including assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software (troubleshooting does not extend to any hardware or operating system components, unless the customer has a hardware support contract)
- E-mail support call logging and notification
- Free / web-based Support Sessions
- Free FTP access for upload/downloads
- Online access 24 hours a day, 7 days a week ("24 x 7"). Harris' online portal (the "Hub") can be used to log support issues and check for status updates on issues. Access to published documentation pertaining to a customer's particular software line (if available) may be contained in the Knowledge Base article section within the Hub. The Hub also enables the customer to assign a specific priority based on the specific level of urgency for a particular circumstance. In summary, the Hub benefits include the ability to:
 - Log, view, update and close support tickets
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Knowledge Base
 - Access to new software releases, service packs and updates
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
 - Free monthly training webinars (see calendar on Harris' website)
 - Customer Care Program
 - Newsletters
 - Technical support bulletins
 - Advance communications on new products and services
 - Regional User Groups
 - On-site visits (by request – travel expenses may be billable)
 - Design review for potential enhancements or custom modifications

- Account Manager Services (business reviews, CRF assistance, site visits, meeting coordination)
- NPS (Net Promoter Score Program): NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- Access to annual customer conference (registration fees apply) and access to conference presentation materials post-conference.
- Free product web demonstrations (by request, scheduling required)

STANDARD COVERAGE

Harris' standard hours of support are from 8:30 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support can be made available from 8:00 p.m. EST through to 8:30 a.m. EST and is billable on an hourly basis. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

CONNECTION METHODS

To enable Harris to provide support to Customer in an effective and efficient manner, Harris requires that a communication link is established via <https://harriserp.screenconnect.com>, the Harris ERP Remote Support Portal ("Portal"). Communication via the Portal is secure, via SSL, and is encrypted with AES-256 block encryption and RSA, provided by the Microsoft RSA/Schannel Cryptographic Provider. This implementation of these algorithms in the Portal have been designated as FIPS compliant for Windows servers/machines.

Harris ERP requires all clients to utilize the Portal for remote connectivity to servers and workstations. Customer understands that a failure to utilize the Portal may result in delays in support and less timely issue-resolution. Customer further agrees that if the Customer fails to utilize Portal, Harris shall not be held to, or be held liable for, any response time, escalation obligations, or penalties listed in this SLA, and that Harris may, at its sole discretion, increase in Annual Support Service Fees payable by Customer, due to Harris' additional obligations regarding the management and utilization of other connection methods.

RESPONSE TIMES

Response times will vary and are dependent on the priority of the call. Harris will do its best to ensure that incoming calls are dealt with in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Harris' response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

CALL PRIORITIES

In an effort to assign Harris' resources to incoming calls as effectively as possible, Harris has identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by Harris' support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with Harris' software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

CALL PROCESS

All support issues or questions reported to Harris are tracked via a support ticket. Harris' Support Analysts cannot provide assistance unless a support ticket is logged. The current process for logging tickets is outlined below.

A support ticket must be placed through one of the following methods:

- **Online (Hub):** https://harriserp_na2.teamsupport.com
- **Email:** support@harriserp.com
- **Phone:** 1-866-450-6696

Customer ticket information must contain the following:

- Customer/Company Name
- Contact Person
- Software Product and/or Version
- Module and/or Menu Selection
- Nature of the question or issue
- Detailed Description of the question or issue
- Serial Number / Patron Number / Account Number / Serving Date, etc. (where applicable)

The more information provided by the Customer, the faster assistance can be provided. Specific details, such as the employee #, account #, G/L #, are very useful. Attaching supporting material, such as screenshots and report output, are also helpful in identifying and/or resolving the issue

Harris' support system or one of Harris' support analysts will provide Customer with a call id to track the issue and Customer's call will be logged into Harris' support tracking database. Customer's call will be stored in a queue and the first available support representative will be assigned to deal with Customer's issue.

Customer will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution, as the support representative investigating the issue. If Harris requires additional information, Customer will be contacted by the assigned support representative to supply the information required.

All correspondence and actions associated with Customer's call will be tracked against Customer's all in Harris' support database. At any time, if available to you, you may log onto eSupport to see the status of Customer's call.

Once Customer's call has been resolved, you will receive an automated notification by email that Customer's call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both Customer's open and closed calls, if available to you, via Harris' website.

If Customer's issue needs to be escalated to a development resource or programmer for resolution, Customer's issue will be logged into Harris' development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, Customer's support call will be closed and replaced by the development id number. The development id number will remain open until Customer's issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

Customer may contact the support department at their convenience for a status update on Customer's development issues or may log onto Harris' website (if available) to view Customer's issues on-line.

ESCALATION PROCESS

Harris' escalation process is defined below. This process has been put in to place to ensure that issues are dealt with appropriately. If, at any time, the customer is not satisfied with the resolution of the issue, or the response to the ticket, they are encouraged to escalate with Harris' Support Services organization as follows:

- **Level 1:** Contact the support representative working on Customer's issue
- **Level 2:** Contact the Director of Client Services
- **Level 3:** Contact the Vice-President of Operations
- **Level 4:** Contact the Executive Vice-President

Escalation Process within Harris' Internal Ticket Tracking System:

- Customer ticket is logged with Harris Support
- If a customer ticket is a Priority 1 and has not been responded to within 4 hours, the Harris Support Analysts responsible for the ticket are notified via email, and the ticket is escalated internally. Priority 2 tickets will be escalated if not responded to within 8 hours, and Priority 3 tickets will be escalated if not responded to within 12 hours
- If a customer's Priority 1 ticket has not been responded to 4 hours after the designated timeframe, Harris' Support Supervisor(s) are notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 6 hours from the designated timeframe, Harris' Vice-President of Support is notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 7 hours from the designated timeframe, Harris' Executive Management Team is notified, and the call is escalated

HOLIDAY SCHEDULE

Please note that Harris' offices will be closed on designated days, as outlined below. In instances where the Statutory Holiday falls on a weekend, Harris offices will be closed on either the preceding Friday or following Monday:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

BILLABLE SUPPORT SERVICES

The services listed below are examples of services that are out of scope of Customer's support and maintenance agreement and are therefore considered billable services.

- Extended telephone training (greater than 15 minutes)
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- Style sheet changes (exception – one signature change per year, per system will be provided at no charge)

TEST DATABASES & ENVIRONMENTS

Harris is able to support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

THIRD-PARTY SOFTWARE SUPPORT (IF APPLICABLE)

Unless otherwise subceded by an existing third party agreement, Harris' standard coverage and the services for third party software support (if applicable), which are included as a part of Customer's Maintenance and Support Services are as follows:

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note, more complex issues will be escalated to the actual vendor of the products)
- "On-call," or after-hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Remote connection support
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Assistance with creation of backup scripts / backup recovery
- Assistance with recovering data resulting from system crashes (charges may apply)
- Recommendations on specific hardware requirements
- Support provided for installed database issues (30 minute guideline)
- ODBC installation and connection to database assistance
- Updating databases to support new versions of installed applications
- Assistance with database installation, configuration and updating

The items listed below are services for third party software that are out of scope, and are therefore considered billable:

- On-site installation or upgrade of third party software
- Extended telephone training (beyond 15 minutes)
- Reconfiguration of file servers
- Recovering data resulting from client error
- Upgrading of any non-covered software on Customer's systems
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- Creation of custom reports
- Report writer training, upgrades and installations (other than at time of initial purchase)

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Third Party Software

Required Third Party Software

The following third party software is required but not provided by Harris as part of the Services and must be licensed by Customer directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

N/A

Change Order Template

Change Order Request

Title	
Requested By	Submitted To
Change Order Request #	Priority
Requested Date	Response Required Date
Description of Requested Change	
Justification for Change	
Impact of Not Making the Change	

Change Order Response

Response By	Submitted To
Response Date	
Proposed Resolution	
Work Effort	

Project Management Analysis

Risk / Cost if Approved	
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Risk / Cost if NOT Approved	
Impact to Project Schedule	
Total Cost and Payment Terms	

The above change request has been submitted, assessed and approved by the individuals below Signed Approval of this document indicates the change described may be executed as described.

Signed: _____
Customer Executive Sponsor

Date: _____

Signed: _____
Customer Project Manager

Date: _____

Signed: _____
Harris ERP Executive Sponsor

Date: _____

Signed: _____
Harris Project Manager

Date: _____

ADDENDUM TO STANDARD AGREEMENT TERMS AND CONDITIONS**Questys Solutions****3.0 TERM OF AGREEMENT**

Section 3.02 is modified to read as follows:

3.02 This Agreement may be terminated pursuant to its termination provisions in Section 7.

Section 5.0 PERFORMANCE STANDARDS

Section 5.01 is modified to read as follows:

5.01 CONTRACTOR and CONTRACTOR'S agents, employees and subcontractors performing services under this Agreement are trained, experienced, and competent to perform the work and deliver the services required under this Agreement and are not employees of the COUNTY, or immediate family of an employee of the County, wherein immediate family shall be deemed to be a person who is either a father, mother, son, daughter, step-father, step-mother, or adoptive parent.

Section 7 TERMINATION

Section 7.01 is modified to read as follows:

7.01 During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Section 7.02 is modified to read as follows:

7.02 If a party is in breach of this Agreement, the non-breaching party shall provide written notice of said breach to the breaching party, and the breaching party shall have thirty (30) days to cure said breach. If the breach is not cured or if the parties agree that insufficient progress has been made to cure the breach within said thirty (30) day period, the non-breaching party may immediately terminate this Agreement for cause, upon written notice to the breaching party. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR for any work that has not been performed and invoiced.

Section 7.03 is modified to read as follows:

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County shall give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. However, this paragraph shall not absolve the County for payment for any services rendered and duly invoiced prior to the CONTRACTOR's receipt of the written notice of the lack of funds.

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Section 8.0 INDEMNIFICATION:**Section 8.0 is modified to read as follows:**

8.0 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses resulting to any person, firm or the County for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

The following language is added to 8.0

EXCEPT FOR THE INDEMNIFICATIONS LISTED ABOVE, THE COUNTY AGREES THAT THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO THE SERVICES SUPPLIED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT DURING THE THEN CURRENT TERM (NOT TO EXCEED TWELVE MONTHS). COUNTY FURTHER AGREES THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

9.0 INSURANCE REQUIREMENTS:**Section 9.03 is modified to read as follows:**

9.03 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury, Broad form Property Damage, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

The heading Professional Liability Insurance has been deleted and replaced by the heading Technology Errors and Omission. The section has been modified as follows:

Technology Errors and Omissions: If required for the professional services being provided, (e.g. those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,00 per claim and \$2,000,000 in the aggregate, to cover liability for errors or omissions made in the course of rendering the services. If it is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall maintain the coverage for three (3) years following the expiration or earlier termination of this Agreement.

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Section 9.04, paragraph 2 has been modified to read as follows:

9.04 The insurer shall endeavor to provide the county at least thirty days notice of any cancellation, or non-renewal of each liability policy. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

10.0 RECORDS AND CONFIDENTIALITY

Section 10.4 Access to and Audit of Records has been modified to read as follows:

10.04 The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the written request of the County or as any part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. Any such audit, examination, or monitoring under this section shall be by written request pursuant to the notice provisions of this Agreement and be at a time and place mutually agreeable to the parties, but no less than five (5) business days, excluding county holidays, from the receipt of such request.

Section 10.5 Royalties and Inventions has been deleted

Section 14.0 NOTICES is modified to read as follows:

14.0 Notices required under this Agreement shall be delivered personally; by certified mail, return receipt requested, postage prepaid; or by nationally recognized courier to the County and CONTRACTOR'S contract administrators at the addresses listed below, and shall be deemed received upon delivery, as evidenced by written or electronic receipt:

SECTION 15.0 MISCELLANEOUS PROVISIONS

Section 15.06 has been modified to read as follows:

15.06 The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County which shall not be unduly or unreasonably withheld. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County.

Section 15.10 is deleted

Section 15.11 has been modified to read as follows:

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Section 15.11 This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be the federal courts with jurisdiction over Monterey County.