



PURCHASING

Purchasing

248-858-0511 | purchasing@oakgov.com

Buyer: AJK

CONTRACT NUMBER: 011157

Event # 000664

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$558,000.00		Effective Date: 11/1/2024	Expiration Date: 10/31/2029
Contract Description:	IT Professional Services - P		
Contractor Information:		Contract Administrator (If Different):	
V Group Inc 379 Princeton Hightstown Rd Bldg 3 Ste 2A East Windsor NJ 08520 Vendor No: 40400		mibids@vgroupinc.com	
Purchasing Office Information:		Contract Administrator Oakland County Using Department:	
Buyer: Andy Krumwiede Oakland County 2100 Pontiac Lake Rd 41W Waterford MI 48328-2762 248-858-0511 purchasing@oakgov.com		Rod Davenport Chief Information Officer 1200 N Telegraph Rd 49 W Pontiac MI 48341 davenportr@oakgov.com	

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: 
[Ankin Shan \(Nov 11, 2024 09:58 EST\)](#)

FOR THE COUNTY:

SIGN: 
[Rod Davenport \(Nov 11, 2024 10:15 EST\)](#)
Contract Administrator

SIGN: 
[Aaron Wagner \(Nov 12, 2024 09:45 EST\)](#)

Aaron F. Wagner, Chief Procurement Officer

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This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. County's G2G Marketplace Administration
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Insurance and Bond Requirements
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. County Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

- 1.4. **“Confidential Information”** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s security.
- 1.5. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract and Contractor Employee.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
Exhibits (Applicable if Checked)
- 1.8.1. Exhibit I: Insurance Requirements
- 1.8.2. Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. Exhibit V: Federally Funded Contract Requirements
- 1.8.6. Exhibit VI: Software License(s)
- 1.8.7. Exhibit VII: License for Use of County Servicemark
- 1.8.8. Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.11. **"County Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **"G2G Marketplace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.
- 1.19. **"Intellectual Property"** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes, but is not limited to, ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G Marketplace Website.

- 1.23. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.24. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.25. **“Purchasing”** means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date. Once the Contract has expired Contractor will no longer be listed in the G2G Marketplace, unless a new Contract is entered into by the Parties.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County’s Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County’s Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County’s Contract Administrator(s) have no authority to amend this Contract.

- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor’s website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor’s business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days’ notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days’ written notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably

attempted to cure the breach. The effective date of termination or cancellation and the specific alleged breach shall be clearly stated in the written notice to the County.

- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If this Contract terminates for any reason, then Contractor must do the following: (a) at the County's sole request and discretion, cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, and/or any Amendments to this Contract.
- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any other terms not included in this Contract to

access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.

- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County’s sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Procedure.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County’s Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor’s performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the “Not to Exceed Amount.” If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the “Not to Exceed Amount,” then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost, fee, fine, penalty, or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting from Contractor’s performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss or damage that is caused by or results from Contractor, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- §6. COUNTY’S G2G MARKETPLACE ADMINISTRATION.**
- 6.1. **Deliverables and Terms Extended to PPBs.** After a competitive bidding and selection process by County, Contractor was chosen to provide the Deliverables, described more fully in the Exhibit IX, to County. Contractor shall offer the pricing, terms, and conditions in this Contract to a PPB, to enable a

PPB to make purchases from Contractor according to the terms herein. Notwithstanding the foregoing, Contractor and a PPB may negotiate customized terms at their own discretion.

- 6.2. **NO COUNTY LIABILITY.** COUNTY SHALL NOT BE A PARTY TO A CONTRACT OR PURCHASE ORDER OF ANY TYPE BETWEEN CONTRACTOR AND A PPB. COUNTY SHALL NOT HAVE ANY LIABILITY, OF ANY SORT, TO CONTRACTOR, A PPB, OR ANY OTHER THIRD PARTY, FOR ANY HARM, DAMAGE, LOSS, OR ACTION THAT MAY ARISE FROM PURCHASES MADE BY ANY PPB PURSUANT TO THE TERMS OF THIS CONTRACT.
- 6.3. **Contractor and PPB Direct Dealing.** PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G Marketplace Website.
- 6.4. **G2G Marketplace Website.** County will provide the following information on its G2G Marketplace website:
 - 6.4.1. State that the Contract was the result of a competitive bidding process.
 - 6.4.2. Provide Contractor's contact information for inquiries.
 - 6.4.3. Acknowledge that the County will receive a benefit from purchases subject to this Contract.
 - 6.4.4. Provide a County Liaison to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 6.5. **Contractor Information.** Contractor shall provide the following information to County and shall update the information timely whenever changes occur:
 - 6.5.1. Description of Contractor's **Deliverables** relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
 - 6.5.2. Every six months Contractor shall provide County with a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items. Failure to provide the Contract Usage Statement information to County may result in Contractor being removed from the G2G Marketplace website.
 - 6.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 6.6. **Administrative Fee.** In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall pay County an administrative fee or other benefit described below in this section (the "Administrative Fee") if Contractor offers the pricing, terms, and/or conditions in this Contract to a PPB. The Administrative Fee will correspond to three percent (3%) of the revenue Contractor receives from orders, purchases, and/or contracts it has entered into with PPBs who are

receiving goods or services from Contractor based on the pricing, terms, and/or conditions of this Contract. Contractor shall pay the Administrative Fee to the County on a quarterly basis after the Contractor is paid by the PPB. County may provide Contractor with additional instructions regarding the procedure and/or manner of paying the Administrative Fee to County. In addition to and without limiting any other remedies allowed by law or equity, Contractor's failure to timely pay the Administrative Fee may, in County's sole discretion, result in removal of Contractor from the G2G Marketplace website.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 7.7. **Contractor Employees.**
 - 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 7.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 7.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor

warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.

7.8. **Acknowledgment of Independent Contractor Status.**

7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.

7.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

7.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

7.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.

7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.

7.10. **E-Verify.** In accordance with Miscellaneous Resolution No. 09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are

authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

- 7.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled, or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 7.13. **Taxes.**
- 7.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Contractor acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract. Contractor acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.
- 7.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.

- 7.15.3. **Warranty of Title.** All goods provided to the County shall be provided: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§8. LIABILITY

- 8.1. **CONTRACTOR INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS, INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. THE COUNTY'S RIGHT TO INDEMNIFICATION IS IN EXCESS AND ABOVE ANY INSURANCE RIGHTS/POLICIES REQUIRED BY THIS CONTRACT.
- 8.2. **NO INDEMNIFICATION FROM THE COUNTY.** CONTRACTOR SHALL HAVE NO RIGHTS OR CLAIMS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER SIMILAR RIGHT TO BE REIMBURSED BY THE COUNTY.
- 8.3. **COUNTY LIMITATION OF LIABILITY.**
- 8.3.1. COUNTY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, RELIANCE, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF COUNTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3.2. COUNTY SHALL NOT BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES PROVIDED UNDER THIS CONTRACT.

§9. INSURANCE AND BOND REQUIREMENTS

- 9.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

9.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars (\$50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

§10. INTELLECTUAL PROPERTY

10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor to access certain Software licensed to the County. Contractor shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.

10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, trade secret, or ownership rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.

10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor are likely to become the subject of a copyright, patent, trademark, trade secret, or other intellectual property infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to

Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits or refund to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access to Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 11.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA") nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.

§12. COUNTY DATA. If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, share, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor's own purposes, or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure

the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.

- 12.3. **Storage of County Data.** Contractor shall only possess, access, store, host, and/or process County Data at and from data centers located within the United States of America (the “U.S.”). Contractor shall not permit Contractor Employees to possess, access, store, host, and/or process County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor may permit its Contractor Employees to access County Data remotely within the U.S. but only as required to provide the Deliverables.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, accesses, stores, hosts, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.
- 12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County’s sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §13. INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 13.1. **County Standards.** If Contractor or Contractor Employees will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized

access to the County Network, County Data, and Contractor's network/system(s) used to access County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind. The County shall have the right to audit, inspect, and test Contractor's network and system security.

- 13.3. **Security Reporting.** Contractor shall provide County with its SOC2 Type 2 report, which must be assessed by an independent auditor, or provide County with a completed County security questionnaire if Contractor does not have a SOC2 Type 2 report. Contractor shall provide County with Contractor's SOC2 Type 2 report or the completed County security questionnaire, on or prior to the Effective Date of this Contract, and within five (5) Business Days of a written request by County during the duration of this Contract. County will not make more than one request per year for the Contractor's SOC2 Type 2 report or for the Contractor to provide County with a completed County security questionnaire, unless County has reasonable cause to do so. If Contractor has a SOC2 Type 2 report, Contractor shall keep its SOC2 Type 2 report up to date for the duration of this Contract.

§14. GENERAL TERMS AND CONDITIONS

- 14.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 14.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management, successor, or designee.
- 14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 14.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated

with repairing and/or replacing the damaged property or facilities. Without limiting any of the County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.

- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any loss or damage to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 14.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 14.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.
- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 14.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report.

Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

14.12. **Assignments/Delegations/Subcontracts.**

- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 14.12.5. **Reseller Responsibility.** If Contractor is reselling Deliverables to the County for another entity (the other entity is referred to as the "Supplier"), then in addition to and without limiting any of Contractor's other obligations or responsibilities under this Contract, Contractor shall be: (i) responsible for and ensure that the Supplier complies with all terms and conditions in this Contract; (ii) responsible and liable for the performance of this Contract, including the Deliverables, regardless if all or part of the Deliverables are performed by the Supplier; and (iii) liable and responsible for all Claims (as defined in the Contract) brought against the County, which are alleged to have been caused by the acts or omissions of Supplier that concern or relate to this Contract, including the Deliverables.
- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the

term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as expressly stated in this Contract, this Contract does not promise or guarantee Contractor or any Contractor Employee any fixed or certain number of orders, purchases, or Deliverables.

- 14.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties and the PPBs, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 2.** Contract Term and Renewal, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** County's G2G Marketplace Administration, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Insurance and Bond Requirements, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 13.** Information Technology Standards, and **Section 14.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information), and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**

- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit, or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, matter, provision, dispute, or issue

arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper and shall be in the applicable court set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Contract. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence.
5. **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the conditions, and/or endorsements below. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County.
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County.
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor.
4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property.
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form.
6. If the Contractor's insurance policy has higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract.
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor (“Business Associate”) and the County (“Covered Entity”). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as “Agreement.” The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** “Business Associate” means the Contractor.
 - 1.2 **CFR.** “CFR” means the Code of Federal Regulations.
 - 1.3 **Contract.** “Contract” means the document with the Purchasing Contract Number.
 - 1.4 **Contractor.** “Contractor” means the entity or individual defined in the Contract and listed on the first page of this Contract.
 - 1.5 **Covered Entity.** “Covered Entity” means the County of Oakland as defined in the Contract.
 - 1.6 **Designated Record Set.** “Designated Record Set” is defined in 45 CFR 164.501.
 - 1.7 **Electronic Health Record.** “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
 - 1.8 **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
 - 1.9 **HITECH Amendment.** “HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
 - 1.10 **Individual.** “Individual” is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
 - 1.11 **Privacy Rule.** “Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 1.12 **Protected Health Information.** “Protected Health Information” or “PHI” is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.13 **Required By Law.** “Required By Law” is defined in 45 CFR 164.103.

- 1.14 **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** “Security Incident” is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** “Security Rule” means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
 - 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
 - 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 - 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
 - 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
 - 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.
 - 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
 - 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, “discovery” means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence.

Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
 - 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
 - 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.
 - 2.13 In addition to and without limiting Business Associate's indemnification obligations that are described in the Contract, Business Associate shall indemnify, defend, and hold harmless the Covered Entity from any and all Claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Covered Entity in connection with a Security Incident. Business Associate shall reimburse Covered Entity for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the Covered Entity because of the Security Incident.
- §3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.
- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.
- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate’s use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate’s permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate’s permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR

Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity’s web site.

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity’s request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII by or from Contractor.
- 1.2 **PII** (Personally Identifiable Information) means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor discovers a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor. The notification to the County shall

include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all Claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA

(Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County’s satisfaction, if applicable.
 - 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
 - 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor’s Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys’ fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County’s financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”);
 - 3.2 The Copeland “Anti-Kickback” Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
 - 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- 3.8 The requirements of 2 CFR 200.323 (Procurement of recovered materials), including, but not limited to, section 6002 of the Solid Waste Disposal Act, as amended, and 40 CFR Part 247.
- 3.9 The requirements of 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).
- 3.10 The requirements of 2 CFR 200.322 (Domestic preferences for procurements).
- 3.11 The requirements and obligations imposed on contractors in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).
4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
5. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 5.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 5.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor’s website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN SERVICEMARK BRAND STANDARDS


PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.


However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO




BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347	PMS Black C
CMYK 84.15, 78.2	CMYK 0.0, 0.100
RGB 0.154, 102	RGB 0.0, 0
HEX #009A66	HEX #000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.





Oakland Blue
PMS 285 | CMYK 35.51, 5.0 | RGB 0, 116, 222



Oakland Orange
PMS 716 | CMYK 0.04, 87.2 | RGB 246, 141, 46


LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.

WHITE SPACE

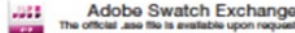
A proscribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Department of Public Communications
(248) 858-0140 | dpc@oakgov.com



The official .ase file is available upon request

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

G2G MARKET PLACE SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

G2G MARKET PLACE
Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.



LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".

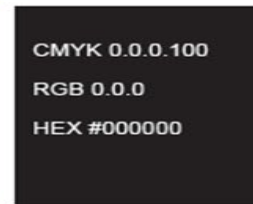


MINIMUM LOGO SIZE



Minimum logo width 3 inches and height is 1 inch.

COLORS



COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.



LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.



Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of (Name of Contractor's Company): _____

(hereinafter "Company") under Contract # _____ (hereinafter the "Contract"). I acknowledge and agree to all of the following:

- 1. At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company. I am not an employee of Oakland County. I will not represent myself as an employee of Oakland County.
2. Company is responsible for establishing the conditions of my assignment to Oakland County. Company is solely responsible for compensating me for my services.
3. I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.
4. I release, waive, discharge, and covenant not to sue Oakland County and its employees and agents from and against all Claims, damages, and liability concerning or related to the Contract or my assignment at or work for Oakland County.
5. I have no copyright, patent, trademark, trade secret, or ownership rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County.
6. If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
7. I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

*All terms defined in the Contract have the same meaning in this exhibit. Contractor or Contractor Employee must provide a copy of completed form to the Purchasing Division at purchasing@oakgov.com to receive a County Identification badge.

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

Contractor shall provide staff augment for the IT services for defined role described in Exhibit A, which will be used by the IT Department to augment staff capacity and/or expertise. In addition, these Professional Services Contracts will be accessible to those cities, villages, and townships (CVTs) within Oakland County in need of IT professional services.

OCIT may hold each Respondent responsible for any candidate turnover that occurs as a direct result of the staff candidates misrepresented technical abilities or change in placement conditions. If a candidate is relieved from assignment within 30 days, OCIT will require the Respondent to financially reimburse Oakland County for any billable hours submitted to date. If a candidate leaves the assignment through their own desire within 90 days of placement, OCIT will require the Respondent to financially reimburse Oakland County for any billable hours submitted to date.

Quality Assurance

Specific quality assurance procedures that will be used by the Respondent to ensure high-quality staff are submitted to the County during the requisition process must be described in the RFP response. In addition, standard project management, change management, scope management and application development processes that are ensured through the Respondents Firm should be described in detail.

At a minimum, OCIT will require the following quality assurance procedures.

Applicant Screening

The Respondent must describe in detail the internal screening processes that are executed by their firm prior to response to an OCIT staff requisition. This description should include internal interviews, resume reviews, testing and/or other processes that are used to ensure high-quality candidates are being submitted to OCIT for consideration.

Requisitioning

Upon execution of Oakland County’s standard professional service contract, a standard and automated process will be used to requisition each staff role. At a minimum, the requisitioning process will include:

Online Submission

OCIT will provide access to a secure web application that will be used to manage the requisition process. This secure application must be used by the successful Respondents to respond to OCIT requisitions. The web application will be the only response mechanism available to successful Respondents and will be in place for the duration of the Professional Service Contracts. Additional application information and user documentation will be provided to successful Respondents after the selection process has been completed.

Interviews and Testing

OCIT reserves the right to conduct one or more onsite interviews with potential candidates to facilitate the selection of candidates. The Respondent shall be responsible for coordinating the interview date/time, provided by the OCIT representative, with the potential candidate. In all cases, the Respondent shall also be responsible for any costs associated with OCIT's interview requirements.

Rates and Billing Requirements

Monthly Invoicing

Respondents must submit invoicing monthly for all staff roles filled through the requisitioning process. Invoices for any calendar period shorter than one month will be rejected by OCIT.

Turnover Penalties

OCIT may hold each Respondent responsible for any candidate turnover that occurs as a direct result of the staff candidates misrepresented technical abilities or change in placement conditions. If a candidate is relieved from assignment within 30 days, OCIT will require the Respondent to financially reimburse Oakland County for any billable hours submitted to date. If a candidate leaves the assignment through their own desire within 90 days of placement, OCIT will require the Respondent to financially reimburse Oakland County for any billable hours submitted to date.

Candidate Education and Training

OCIT may require, from time to time, that a contract resource placed at OCIT attend technical training sessions and/or workshops to enhance their project contributions. When doing so, the OCIT Resource Manager will contact the Respondent in advance to finalize the training costs, compensate OCIT for those costs (if any); and bill the contract resource's time spent in the training session and/or workshop. As a practice, OCIT will only

provide onsite training and/or workshops to contract resources. In all cases, the Respondent shall be responsible for any costs associated with offsite training sessions and/or workshops required.

Staff Roles

Information Technology will select a series of professional service firms to provide one of the following staff roles. In addition to the staff role, technical environments present at Oakland County IT have been provided whenever possible. More specific duties and technical environments will be presented to the professional service firms during the staff requisition process.

- **Agile Coach**

Role: The Agile Coach is responsible for guiding the implementation of Agile methodologies across the IT organization. The Agile Coach will analyze existing processes, tools, and technology to design a strategy, plan, and timeline for adopting agile best practices. The coach will be able to guide the teams, conduct training and lead workshops for agile team members and stakeholders, helping teams stay on track with agile techniques and fine-tuning their approach. The Agile Coach will promote a culture of continuous improvement, setting goals, tracking milestones, measuring progress and championing an agile mindset with adherence to industry best practices across the organization. The preferred candidate will have prior experience with Agile methodologies, as well as excellent conflict resolution, problem-solving, and communication skills.

Technical Environment: Azure DevOps, Clarity, Microsoft 365 Services, as well as familiarity with common ITSM software, Kanban tools, CI/CD frameworks, and automated testing frameworks.

- **Agile Product Owner**

Role: The Agile Product Owner is responsible for organizing, prioritizing, and assessing work for an agile product / scrum team, ensuring that the team is working to deliver the right things at the right time. The Product Owner manages the backlog, incorporating stakeholder feedback and ensuring prioritization aligns with organizational needs. The Product Owner collaborates with stakeholders and the agile product team to develop user stories with acceptance criteria, assess value (ROI), test and evaluate solutions, and mitigate risks / remove roadblocks.

Technical Environment: Azure DevOps, Clarity, Microsoft 365 Services, as well as familiarity with common ITSM processes, CI/CD frameworks, and automated testing frameworks.

- **AI Specialist**

Role: Designs, develops, and deploys artificial intelligence and machine learning solutions to enhance business processes, improve decision-making, and drive innovation. Collaborates with cross-functional teams to identify use cases, gather requirements, and implement AI-powered applications. Responsible for data preprocessing, model selection, training, validation, and deployment. Stays up-to-date with the latest AI research and industry trends to ensure the organization remains at the forefront of AI adoption.

Technical Environment(s): Python, R, TensorFlow, PyTorch, Keras, Scikit-learn, Apache Spark, Databricks, Jupyter Notebooks, AWS (SageMaker, EC2, S3), Azure (Machine Learning Studio, Databricks), SQL, NoSQL databases, data visualization tools (Tableau, PowerBI)

- **Application Administrator**

Role: Installs, configures, tunes, and troubleshoots vendor provided software. Configure enterprise level functions and system to system integrations. Research and apply changes, monitor and resolve technical application issues. Examples of software include NGINX, BS&A, Workday, Microsoft 365 Services (SharePoint, Teams, etc.), and Laserfiche.

Technical Environment(s): Microsoft SQL Server, T-SQL, SSIS, SSRS, Oracle PL/SQL, Postgres, Amazon RDS, HTML5, JavaScript, jQuery, Angular, Dojo, CSS3, SASS, LESS, Bootstrap, C#, ASP.Net, ASP.Net MVC, IIS, Java, J2EE, WebSphere RAD, Eclipse, WebSphere Application Server, Apache, Tomcat, JBoss, Relational Database design, ArcSDE, ArcGIS Server, ArcGIS online, Spatial data design, Crystal Reports, Business Objects, Informatica, Trillium, PeopleTools, Subversion, WebServices, REST services, API development, AWS, Azure, Windows Server, Linux, Active Directory, PowerShell, Python, Shell Scripting, Azure DevOps, NGINX

- **Application Support Specialist**

Role: Provides Level 2 application support for end users of a suite of business applications including vendor and custom developed software. Applies an understanding of documented IT policies and practices to departmental technology requests. Trains users on specific applications. Documents new and existing processes. When working in the CLEMIS Division, support of public safety applications and practices for public safety end users of the CLEMIS suite of applications. Application Services related systems may include but not limited to enterprise applications such as Kronos, Salesforce, Workday, etc.

Technical Environment(s): Microsoft Visio, Microsoft 365 Services, IT Service Management Knowledge Tools and Dashboard, Azure DevOps, SharePoint, CLEMIS CAD, CLEMIS CLEAR, CLEMIS FRMS CLEMIS JMS

- **Audio/Visual Specialist**

Role: Set up, operate, and maintain audio and video equipment including, but not limited to microphones, sound speakers, video screens, projectors, video monitors, video conferencing, online meetings, webinars, recording equipment, connecting wires and cables, sound and mixing boards, sound quality and related electronic equipment for meetings, presentations, conventions, and press conferences. Duties may also include the setup and operation of spotlights and other custom lighting systems, problem solving and troubleshooting various Audio/Visual issues.

Technical Environment(s): In-depth familiarity and expert knowledge of audio/visual equipment, connections, wiring, power, hosting online/physical meetings and events, sound and video equipment

- **Business Analyst**

Role: Conducts business process analyses and needs assessments to align information technology solutions with the business initiatives. Prepares functional, system and programming specifications using industry accepted practices. Participates in application testing and acceptance to ensure business community's needs are met. Acts as second and third level support for Production incidents and provides assistance in troubleshooting and close out of reported issues. Gathers requirements and completes scorecards for Request for Proposals, documents Scope of Deliverables for Contracts, facilitates contract and contract amendment processes.

Technical Environment(s): Azure DevOps, MS Visio, Microsoft 365 Services, SharePoint Online, MS Teams, Agile Methodologies

- **IT Service Management Application Architect**

Role: Is responsible for the overall architecture, standards, and quality of all applications and processes that directly support or integrate with the IT Service Management products including Incident, Problem, Change, Configuration and Release Management, as defined by ITIL. Determine the business impact of cumulative patches, service packs and major upgrades as it relates to the processes and adaptations that the application supports. Design and assist with the development and implementation of advance workflow processes, data partitions, JavaScript's, service types, notification macros, web interface and dashboard reporting. Perform security administration, web screen painter, scoreboard customizations as needed. A proven technical resource

throughout the entire application development lifecycle and participates as a resource on individual development projects to ensure quality technical designs are implemented, standards and guidelines are adhered to and quality is achieved/maintained.

Technical Environment(s): IT Service Management application, Knowledge Tools, Dashboard, Web Services, CA Workflow, HTML, JavaScript, MS SQL Server, Business Objects, Crystal Reports, Jaspersoft

- IT Service Management Implementation Consultant

Role: Performs system configurations and adaptations necessary to meet specific business requirements and/or in the support of Service Center processes

(e.g., Incident, Problem, Change, Configuration and Release Management). Adaptations may include, but not limited to, HTML, JavaScript, Crystal Reports, Advance Workflow and MS SQL Server. Develop and implement advance workflow processes, data partitions, scripts, service types, notification macros, web interface and dashboard reporting. Perform security administration, web screen painter, scoreboard customizations as needed. Document all Service Desk configurations and adaptations and creates/coordinates user acceptance test plans to ensure quality implementations. Apply and implement cumulative patches, service packs and major upgrades when required. Work with CA Support to troubleshoot issues from incident creation to resolution. Develop scripts to import data from outside managed data repositories. A proven technical resource throughout the development and implementation cycles who participates as a resource on individual development Service Center projects ensuring quality deliverables.

Technical Environment(s): CA Service Desk, Knowledge Tools, Dashboard, Web Services, Business Objects, Crystal Reports, Advance Workflow, HTML, JavaScript, MS SQL Server, Business Objects, Crystal Reports, Jaspersoft

- Clarity Delivery Consultant

Role: Possesses expert technical knowledge and ability to accurately and effectively perform development activities (reports, portlets, interfaces, workflow, etc.). Analyzes corporate level data requirements and provides related data modeling. Reviews proposed applications development plans. Develops the design to guide innovative software development.

Technical Environment(s): CA PPM, Business Objects, Crystal Reports, Jaspersoft

- **Clarity Project Manager**

Role: Lead the project team and proactively manage the project together with the IT Project Manager. Work to ensure that the project plan and budget is being properly executed. Preparation of all project management deliverables. Provide timely risk identification and mitigation, issue identification and resolution, and facilitation and completion of processes/deliverables. Track, resolve or escalate project issues, manage project scope, schedule and costs. Provide weekly project status reports.

Technical Environment(s): CA PPM, Business Objects, Crystal Reports, Jaspersoft

- **Clarity Solution Architect**

Role: Assist team by providing leadership in the completion of project processes/deliverables. Lead discussions on business needs around the use of the solution. Provide thought, leadership, and knowledge transfer to team with respect to the solution capabilities, processes, and deliverables. Work with the business process experts to understand current processes and design and implement the 'to be' solution processes within the PPM solution.

Technical Environment(s): CA PPM, Business Objects, Crystal Reports, Jaspersoft

- **Clarity Solution Consultant (Technical)**

Role: Assist with all deliverables and tasks to do with technical configuration and troubleshooting. Includes activities mostly around interfaces, reports and portlets. Assist with other more advanced configuration tasks such as performance optimization.

Technical Environment(s): CA PPM, Business Objects, Crystal Reports, Jaspersoft

- **Cloud Services Specialist**

Role: Administers, manages and maintains public and private cloud, environment. Reviews and ensures cloud controls. Detail specifications for Cloud Service Orders. Verifies completion and compliance with Cloud Service Orders. Provides monitoring, review, verification, validation of Cloud Infrastructure including backup and recovery, error checking, applying patches, proactive system and security monitoring, documentation, standards, policies and service center support.

Technical Environment(s): Amazon Web Services, Azure, Windows OS, Linux, Networking, HTML, Javascript, PowerShell, Python, Shell Scripting, DNS, Firewall Rules

- **Cybersecurity Incident Response Analyst**

Role: The Cybersecurity Incident Response Analyst is responsible for identifying, managing, and mitigating cybersecurity incidents. This includes monitoring security systems, analyzing potential threats, and coordinating with relevant teams to address and resolve incidents swiftly. The analyst will also conduct post-incident reviews to improve future response efforts and ensure compliance with security policies.

Technical Environment: SIEM tools, IDS/IPS, forensic analysis tools, incident response platforms, Python, PowerShell, Splunk, Wireshark.

- **Data / BI Architect**

Role: Provides technical direction to IT for a variety of data projects including data warehouse, business intelligence, data modelling and source data optimization initiatives. Develops conceptual, logical, and physical data models and architectures. Provides metadata strategies and data integration design. Provides technical infrastructure design.

Technical Environment(s): MS Visio, Microsoft 365 Services, XML, ANSI SQL, Oracle, Microsoft SQL Server, Postgres, Amazon RDS, Crystal Reports XI, SAP, Business Objects, Informatica, Trillium, Snowflake, Microsoft Power BI, R Programming for data visualizations

- **Data / BI Developer**

Role: Develops data warehouse and business intelligence applications for a multi-tiered enterprise data warehouse environment. Documents and analyzes detailed business needs, determines data sources, designs and implements detailed data structures, develops extraction/transformation/load (ETL) strategies and scripts, designs and develops reports, reporting templates and dashboards. Develops metadata documentation. Develops and presents end user training materials for both data and tools.

Technical Environment(s): MS Visio, Microsoft 365 Services, XML, ANSI SQL, Oracle, Microsoft SQL Server, Postgres, Amazon RDS, Crystal Reports XI, SAP, Business Objects, Informatica, Trillium Snowflake, Microsoft Power BI, R Programming for data visualizations

- Database Administrator

Role: Administers and controls the activities related to database development, installation, security, maintenance, and utilization. Sets and monitors standards. Develops and tests disaster recovery procedures. Provides database and functional expertise to application development when required.

Technical Environment(s): Oracle, Oracle Recovery Manager, Oracle RAC, Oracle ASM, Oracle Grid Control, Microsoft SQL Server, Postgres, Amazon RDS and EC2.

- GIS Business Analyst

Role: Conducts business process analyses and needs assessments to align GIS (Geographic Information Systems) technology solutions with the business initiatives. Prepares functional, system and programming specifications using industry accepted practices. Performs GIS application configuration, testing and acceptance to ensure business community's needs are met. Support existing GIS applications and customers overall GIS needs.

Technical Environment(s): ArcGIS Online, ArcGIS for Desktop, ArcGIS for Server, ArcGIS for Mobile, ArcGIS Arcade, ArcGIS Pro, Azteca Cityworks, Azure DevOps, MS Visio, Microsoft 365 Services. Working knowledge of ArcGIS API's and SDK's.

- GIS Data Technician

Role: Collects and inputs data into the geographic information system from a variety of different sources.

Technical Environment(s): ArcGIS, ArcGIS Pro, ArcSDE, ArcGIS Online

- GIS Software Architect

Role: Provides overall technical direction and leadership to GIS (Geographic Information Systems) Software Developers and Project Managers. Is responsible for the overall architecture, standards and quality of large GIS applications that are created and maintained by teams of developers. Is a technical resource throughout the entire application development lifecycle and participates as a resource on individual development projects to ensure the technical designs are implemented, adhered to and quality is maintained.

Technical Environment(s): ArcGIS Desktop (ArcMap and ArcGIS Pro), ArcGIS Enterprise, ArcGIS Online, Esri Geodatabase, Esri WebMaps and ArcGIS Experience Builder, JavaScript, Python, C#, ASP.Net, ASP.NET Web API, UI/UX, Calcite components, Angular, CSS3, HTML5, Progressive Web App (PWA), ArcGIS Pro SDK, ArcGIS Maps SDK for JavaScript, ArcGIS Maps SDK for .NET, ArcGIS API for Python, ArcPy, , Crystal Reports, PowerShell, Microsoft SQL Server, PostgreSQL, Azure DevOps

- **GIS Software Developer**

Role: Develops custom GIS (Geographic Information Systems) programs in a variety of languages designed to enhance user functionality and ease of use. Encodes, tests, debugs, documents and installs programs to support three-tier and two-tier applications. Prepares program specifications, data models and coding logic diagrams when required.

Technical Environment(s): ArcGIS Desktop (ArcMap and ArcGIS Pro), ArcGIS Enterprise, ArcGIS Online, Esri Geodatabase, Esri WebMaps and ArcGIS Experience Builder, JavaScript, Python, C#, ASP.Net, ASP.NET Web API, UI/UX, Calcite components, Angular, CSS3, HTML5, Progressive Web App (PWA), ArcGIS Pro SDK, ArcGIS Maps SDK for JavaScript, ArcGIS Maps SDK for .NET, ArcGIS API for Python, ArcPy, , Crystal Reports, PowerShell, Microsoft SQL Server, PostgreSQL, Azure DevOps

- **Infrastructure Support Specialist**

Role: Provides Level 2 support for end users in the areas of Telecommunications, Identify and Access Management, Workstation Services, Network Services and Microsoft 365 Services. Responsible for user account management, telecommunications account management, certificate management, and new hardware requests. Documents new and existing processes, training materials and knowledge base articles.

Technical Environment(s): Microsoft 365 Services, ITSM Tools and Dashboards, Azure DevOps, VoIP Phones, Dell workstations, OKTA and Active Directory.

- **IT Security Specialist**

Role: Under general direction, evaluates the adequacy and effectiveness of internal data controls, business and technical processes, and the performance of the organization's technology platforms to ensure the integrity of the organizations systems and data. Performs security and integrity reviews of the organization's data or IT systems. Develops and implements comprehensive audit programs, policies for use and control of sensitive data and systems for all Information Technology systems. Consults with managers for actions to be taken and

precautions to be noted. Evaluates vendor supplied software, networking plans, leads and participates in IT department development of software and system network strategies for security analysis and audit compliance.

- **Mainframe Developer**

Role: Develops custom programs in a variety of languages designed to enhance user functionality and ease of use. Encodes, tests, debugs, documents and installs programs to support mainframe applications. Prepares program specifications, data models and coding logic diagrams when required.

Technical Environment(s): VSE/ESA, COBOL (XE), CICS, IDMS, VSAM, Easytrieve-Plus, ADSO, EXPLORE, CA Scheduler, CA Optimizer, CA DYNAM, TMON, VM, VTAM, NCCF

- **Mainframe Operator**

Role: Functions as a Level 1 Incident Manager for critical incidents/events relating to various IT technology. Quickly create, escalate, triage and track customer technology related incidents. Excellent communication skills necessary to collaborate with IT staff, customers and vendors. Utilize graphical monitoring systems tracking availability and status of infrastructure connectivity, assets and services. Monitors mainframe control consoles, periodically checking system performance. May assist with the review/validation of mainframe job control language. Perform deliveries as assigned and must be able to lift 50 pounds. The position mandates a presence onsite; there is not a work from home option. Applicants could be requested to work holidays, days, afternoons and/or midnight shifts.

Technical Environment(s); Must have an in-depth knowledge and at least 5 years of experience with Microsoft Teams. What's Up Gold, Pingdom, PRTG, IBM Mainframe

- **Management Consultant**

Role: Assists IT Management by providing strategic and operational direction for planning, designing, implementing and maintaining the organization's technology environment.

Technical Environment(s): Not Applicable

- **Mobile Application Developer**

Role: The Mobile Application Developer develops and maintains mobile applications to ensure that users have access to the County’s services on various mobile platforms. This includes designing, coding, testing, and deploying mobile applications, as well as troubleshooting and optimizing performance for mobile users.

Technical Environment: iOS (Swift, Objective-C), Android (Kotlin, Java), Xcode, Android Studio, React Native, Flutter, Xamarin, RESTful APIs, JSON, Git, Agile methodologies, UI/UX design principles, App Store and Google Play submission processes, mobile app analytics and crash reporting tools (e.g., Firebase, Crashlytics), mobile device testing frameworks (e.g., Appium, Espresso)

- **Network Administrator**

Role: Designs, configures and maintains LAN, WAN, and MAN computer network infrastructure.

Technical Environment(s): Cisco Routers and Switches, Converged Infrastructure, Extreme Switches, Dell Switches, Firewalls, Cisco DWDM, Palo Alto and Checkpoint Software Technologies

- **Personal Computer Support Specialist**

Role: Installs personal computer hardware and peripheral components such as monitors, keyboards, printers, scanners and disk drives. Loads and verifies correct operation of software packages such as operating system, word processing and spreadsheet programs, etc. Performs network connection set-up; and user profile, data, and application migration from workstation to workstation. Identifies and resolves hardware, software, and operating system problems, makes minor repairs or refers to application specialists.

Technical Environment(s): Microsoft Desktop OS, Microsoft 365 Services, SCCM, and Active Directory; Trellix ENS, LPR Printing

- **Principal Enterprise Architect**

Role: In collaboration with the Chief Technology Officer, plays a crucial role in shaping the IT technical strategy, focusing on Cloud, Security, Application Development, Data, and Technical Environment Optimization. Provides strategic guidance and ensures the alignment of IT initiatives with business goals. Provide expertise in driving innovation, ensuring the scalability and security of the solutions, and improving efficiency and quality of the

services and solutions. Provides overall technical direction and leadership to Enterprise/Solution/Technical/Cloud Architects as well as Technical and other Project staff. Provides visionary support on how Artificial Intelligence and Data Driven Innovations can transform government operations. Familiarity with relevant regulations and standards are needed. This includes, but is not limited to HIPAA, CJIS, and PCI-DSS. Must be able to devise application migrations to cloud, complex identity access management integrations and strategic vision for the public use of identities.

Technical Environment(s): AWS (AWS certifications, preferably Professional or Specialty), Azure, Microsoft 365 Services, Identity and Access Management (Okta, Active Directory), DNS, DHCP, Forward and Reverse Proxy Essential Networking concepts, Database technologies (Microsoft SQL Server, Oracle, PostgreSQL, MySQL, NoSQL databases), Operating Systems (Windows Server, Linux), Web Development technologies (HTML, CSS, frameworks like ASP.Net, React, etc., Bootstrap, JavaScript, Web Services, API development, Web Sockets), Microsoft IIS, Tomcat, WebSphere, Apache, NGINX, Programming languages (Python, C#, PowerShell, Bash Scripting), DevOps tools (CI/CD with Azure DevOps, Jenkins, GitHub or GitLab), GIS Technologies (ArcGIS product suite), Reporting tools (PowerBI, Business Objects, SSRS), Data Warehousing (Snowflake, R)

- **Project Manager**

Role: Oversees one or more projects. Assembles project teams, assigns individual responsibilities, develops and maintains project schedules and budgets; responsible for determining and working with supervision to acquire resource needs; oversees project progress and workload through duration of project. Serves as a liaison between team members and functional area requesting project.

Technical Environment(s): CA Clarity Portfolio Management, MS Project, Azure DevOps, MS Visio, Microsoft 365 Services, SharePoint Online, MS Teams, Agile Methodologies

- **QA Analyst**

Role: Assists in executing the QA project test plan by performing thorough testing end user experience. This can include functionality, stability, performance, interface, text, documentation, and other types of testing. Identifies and documents defects in a clear and concise manner using the designated bug tracking database. Assists the Production/Development team in tracking down issues and working out the steps to reproduce so that they are easier to locate and fix. Completes regression/verification testing daily or as needed. Assists with public bug report triage.

Technical Environment(s): Azure DevOps, MS Visio, Microsoft 365 Services, Selenium, Visual Studio Test Platform, CI/CD frameworks, and automated testing frameworks

- **QA (Automation) Engineer**

Role: The QA automation engineer designs automated tests to validate application functionality end to end to drive high-quality products with seamless end-user experiences. This responsibility includes prioritizing automation opportunities for ROI, creating initial test designs, writing scripts, installing automation testing protocols, and reporting results. They apply engineering principles to streamline the testing process, identify bugs, and ensure solution quality and reliability. Additionally, the QAA engineer coaches development teams on best practices for various platforms.

Technical Environment(s): Azure DevOps, MS Visio, Microsoft 365 Services, JavaScript, Selenium, Kakunin or similar, Playwright or similar, Visual Studio Test Platform, CI/CD frameworks, load testing tools

- **Robotic Business Process Automation (RPA) Administrator**

Role: The RPA administrator is responsible for collaborating with business process owners and subject matter experts to identify opportunities to automate business processes leveraging RPA tools and implement solutions. This may include defining requirements, designing, coding, and deployment of solutions as well as managing and maintaining RPA platforms.

Technical Environment(s): Azure DevOps, Clarity, ITSM processes and tools, Microsoft 365 Services, RPA tools such as Blue Prism, and scripting / coding languages such as python, SQL, etc.

- **SaaS Platform Administrator**

Role: The SaaS Platform Administrator is responsible for the day-to-day administration, configuration, and support of our Software as a Service (SaaS) platforms. This role ensures the reliability, security, and performance of SaaS applications, as well as providing user support and managing integrations with other systems. The ideal candidate will have a strong background in IT administration, experience with cloud-based software, and excellent problem-solving and communication skills.

Technical Environment(s): Microsoft 365 Services, PowerBI, PowerApps Salesforce

- Scrum Master

Role: The Scrum Master is responsible for facilitating events, including sprint planning, daily stand-ups, product demos, and retrospectives for the scrum team. Additionally, the Scrum Master is a coach and servant leader, who helps the team follow agile practices and removes obstacles that hinder team progress. As part of an agile team, the Scrum Master role is multifaceted; they may be asked to perform activities that support the Product Owner in engaging stakeholders as well as complete tasks within the planned sprint to enable the team to meet delivery goals. The preferred candidate will have prior experience with Agile methodologies, as well as excellent conflict resolution, problem-solving, and communication skills.

Technical Environment(s): Azure DevOps, Clarity, Microsoft 365 Services, as well as familiarity with common ITSM software, Kanban tools, Agile methodologies, CI/CD frameworks, and automated testing frameworks.

- Senior Security Architect

Role: Secures enterprise information by determining security requirements; planning, implementing, and testing security systems; preparing security standards, policies, and procedures. Plans security systems by evaluating network and security technologies; developing requirements for local area networks (LANs), wide area networks (WANs), virtual private networks (VPNs), routers, firewalls, and related security and network devices; designs public key infrastructures (PKIs), including use of certification authorities (CAs) and digital signatures as well as hardware and software; adhering to industry standards on-prem, remote (DR), and cloud environments. Enhances security team accomplishments and competence by planning delivery of solutions; answering technical and procedural questions; teaching improved processes; mentoring team members.

Technical Environment(s): Network Security, Network Hardware Configuration, Network Protocols, Networking Standards, Supervision, Conceptual Skills, Decision Making, Informing Others, Functional and Technical Skills, Dependability, Information Security Policies

- Server Administrator

Role: Evaluates, recommends, configures, installs, maintains, and operates servers, server applications, and storage systems.

Technical Environment(s): Microsoft Server OS, Internet Information Services (IIS), DNS, DHCP, PowerShell Scripting, Windows Server Update Service (SCCM), Active Directory, Public Key Infrastructure (PKI), Identity and

Access Management . VMware vSphere Infrastructure, Pure Flash Array, Citrix XenApp and NetScaler, Red Hat and Oracle Linux, SAN administration, Microsoft 365 Services, Amazon Web Services, Ansible.

- **Service Desk Analyst**

Role: Assists user community with the documentation and resolution of requests for service that originate (via phone and online) with the Oakland County IT Service Desk. Coordinates assignment of requests with appropriate IT staff to ensure timely and effective resolution.

Technical Environment(s): CA Service Desk, Microsoft Desktop OS, Microsoft 365 Services, Adobe Acrobat

- **Software Architect**

Role: Provides overall technical direction and leadership to Software Developers and Project Managers. Is responsible for the overall architecture, standards and quality of large applications that are created and maintained by teams of developers. Is a technical resource throughout the entire application development lifecycle and participates as a resource on individual development projects to ensure the technical designs are implemented, adhered to and quality is maintained.

Technical Environment(s): ArcSDE, ArcGIS Server, ArcGIS online, Spatial data design, Microsoft SQL Server, Postgres, Amazon RDS, T-SQL, SSIS, SSRS, Oracle PL/SQL, HTML5, JavaScript, jQuery, Angular, Dojo, CSS3, SASS, LESS, Bootstrap, C#, ASP.Net, ASP.Net MVC, IIS, Java, J2EE, WebSphere RAD, Eclipse, WebSphere Application Server, Apache, Tomcat, JBoss, Relational Database design, Crystal Reports, Business Objects, Informatica, Trillium, PeopleTools, Subversion, Azure DevOps, WebServices, REST services, API development, AWS, Azure, Windows Server, Linux, Active Directory, PowerShell, Python, Shell Scripting, IT Service Management Knowledge Tools, Dashboard

- **Software Developer**

Role: Develops custom programs in a variety of languages designed to enhance user functionality and ease of use. Encodes, tests, debugs, documents and installs programs to support three-tier and two-tier applications. Prepares program specifications, data models and coding logic diagrams when required.

Technical Environment(s): ArcSDE, ArcGIS Server, ArcGIS online, Spatial data design, Microsoft SQL Server, Postgres, Amazon RDS, T-SQL, SSIS, SSRS, Oracle PL/SQL, HTML5, JavaScript, jQuery, Angular, Dojo, CSS3, SASS,

LESS, Bootstrap, C#, ASP.Net, ASP.Net MVC, IIS, Java, J2EE, WebSphere RAD, Eclipse, WebSphere Application Server, Apache, Tomcat, JBoss, Relational Database design, Crystal Reports, Business Objects, Informatica, Trillium, PeopleTools, Subversion, Azure DevOps, WebServices, REST services, API development, AWS, Azure, Windows Server, Linux, Active Directory, PowerShell, Python, Shell Scripting, IT Service Management Knowledge Tools, Dashboard

- **Software Instructor**

Role: Provides software training and education in specific application areas. Develops and/or updates training materials and program requirements as necessary.

Technical Environment(s): Microsoft Desktop OS, Microsoft 365 Services, Microsoft 365 Services, Adobe Acrobat

- **Solution Architect**

Role: Provides overall technical direction and leadership to enterprise/domain/project technical staff and project managers. Is responsible for the overall architecture, design, and quality of large applications that are created and maintained by team of developers. Also, responsible to work with the Oakland County Architecture team ensuring alignment with our standards and principles for domain centric projects. Is a technical resource throughout the entire application development lifecycle and participates as a resource on individual development projects to ensure the technical designs are implemented and adhered to and quality is maintained. A Solution Architect will require domain centric experience which could include: software, data/business intelligence, application centric technologies.

Technical Environment(s): Microsoft SQL Server, T-SQL, SSIS, SSRS, Oracle PL/SQL, Postgres, Amazon RDS, HTML5, JavaScript, jQuery, Angular, Dojo, CSS3, SASS, LESS, Bootstrap, C#, ASP.Net, ASP.Net MVC, IIS, Java, J2EE, WebSphere RAD, Eclipse, WebSphere Application Server, Apache, Tomcat, JBoss, Relational Database design, ArcSDE, ArcGIS Server, ArcGIS online, Spatial data design, Crystal Reports, Business Objects, Informatica, Trillium, PeopleTools, Subversion, WebServices, REST services, API development, AWS, Azure, Windows Server, Linux, Active Directory, PowerShell, Python, Shell Scripting, Azure DevOps, NGINX Snowflake, Microsoft Power BI, R Programming for data visualizations

- **Technical Writer**

Role: Develops and/or updates application and system documentation including instruction manuals, FAQ's, knowledge documents, user manuals, test scripts, help screens and/or other online help documentation.

Technical Environment(s): Microsoft Visio, Microsoft 365 Services, Adobe PageMaker, Adobe InDesign, Adobe Acrobat, Adobe Photoshop and/or Adobe Illustrator

- Telecommunications Business Analyst

Role: Conducts telecommunications related business process analyses and needs assessments to align information technology telecommunications solutions with the business initiatives. Prepares functional, system specifications including, but not limited to developing/documenting processes, business requirements, etc., using telecommunications industry best practices.

- Telecommunications Management Consultant

Role: Assists IT Management by providing strategic and operational direction for planning, designing, implementing and maintaining the organization's telecommunications technology environment. This may include, but not be limited to contract negotiations and issue resolution with telecommunications providers. May also provide recommendations and implement cost saving measures.

- Telecommunications Network Engineer

Role: Designs, configures and validates voice and data lines to support end user service requirements.

- Telecommunications Project Manager

Role: Oversees, coordinates and facilitates one or more telecommunications projects throughout the project life cycle. Assembles project teams, assigns individual responsibilities, develops project schedules and budgets; and is responsible for determining and working with supervision to acquire resource needs.

- Telecommunications Technical Writer

Role: Develops and/or updates telecommunications application and system documentation including instruction manuals, FAQ's, knowledge documents, user manuals, test scripts, help screens and/or other online help documentation.

- User Experience (UX) Designer

Role: Responsible for designing intuitive, user-centered experiences for web, mobile, and software applications. Collaborates closely with cross-functional teams, including product managers, developers, and stakeholders, to understand user needs, business requirements, and technical constraints. Conducts user research, creates user personas, and develops user flows, wireframes, and prototypes to effectively communicate design solutions. Iterates on designs based on user feedback, usability testing, and data-driven insights. Develops and maintains design systems, style guides, and UI pattern libraries to ensure consistency and efficiency across projects. Stays up-to-date with the latest UX design trends, principles, and best practices to continuously improve the user experience.

Technical Environment(s): Sketch, Adobe XD, Figma, InVision, Axure, Balsamiq, Google Analytics, HTML, CSS, JavaScript (familiarity), Agile methodologies, collaborative design tools (e.g., Zeplin, Abstract), accessibility standards (WCAG), design thinking methodologies.

- Web Developer

Role: Design and enhance user functionality and ease of use with integrated technologies. Experience developing applications using front end technologies such as Angular2, REST, JavaScript, HTML, CSS and Web Services. Will perform unit tests, debugging, and documentation. Will also prepare program specifications, data models and coding logic diagrams when required.

Technical Environment(s): Microsoft Azure App Services, REST OData services, XML, AJAX, JSON, HTML5, CSS3, JavaScript, JQuery, Angular, Python, React Native, PWA, RWD, Azure DevOps, Visual Studio, Microsoft SharePoint Server

- Web Platform Administrator

Role: Installs, configures, and upgrades standard Web application server software, web server software and security certificates for web servers. Monitors applications' performance with various tools and logs. Installs, configures, and upgrades database client software for connection to remote database servers. Deploys content to web servers. Maintains processes to move activity logs to remote server for statistical analysis. Develops and maintains system backup and disaster recovery documentation for all environments. Installs custom developed application software and moves applications between development, quality assurance and production environments. Assists developers in application tuning and problem resolution.

Technical Environment(s): WebSphere, Microsoft IIS, WS-Security, Mercury LoadRunner, MS Visual Studio, VB.NET, Visual Basic, C#, ASP.NET, Java, JSP, EJB, XML, HTML, SSL, Oracle, Microsoft SQL Server, Amazon Web Services, Azure DevOps

- **Web Portal Administrator**

Role: Administers web portal environment including content creation, templates, workflow, user IDs, roles, personalization, portlets, search, software updates and general server maintenance. Server maintenance includes backup and recovery, error checking, applying patches, proactive system monitoring, documentation, standards, and service center support.

Technical Environment(s): IIS, CSS, HTML, Javascript, DHTML, XML, SharePoint

- **Web Site Specialist**

Role: Produces and edits web site content. Creates and designs graphics, animation and other multimedia objects for the County web site. Develops and documents style guides keeping with design philosophy. Designs and implements web site user interface and information architecture. Photographs and edits pictures for distribution through various media.

Technical Environment(s): Microsoft 365 Services, HTML, DHTML, XML, RSS, Cascading Style Sheets, Adobe Products (Flash, Photoshop, Illustrator, InDesign, Acrobat Professional, AfterEffect, Premier, Audition), Silverlight, Sony Acid Pro, Maya 3D, Camtasia, Usability Design, SharePoint



EXHIBIT A

Software Developer \$93.00