AVENU

Subscription Agreement for Information Technology (IT) Software and Services

This Subscription Agreement for IT Software and Services (the "Agreement") is entered into on January 1, 2026 ("Effective Date") by and between **Avenu Insights and Analytics, LLC**, a Delaware entity having a principal place of business at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **San Bernadino County** having a principal location at 385 N. Arrowhead Avenue San Bernardino, CA 92415 ("Client").

1. **SCOPE.** This Agreement governs Client's use of the products set forth in Section 4, which are licensed to Customer by Avenu on a subscription basis ("Products") and related services, which may be provided by Avenu on a subscription or one-time basis, as set forth in Section 5 (the "Services"). The following schedules (and any are attached to this Agreement and hereby incorporated by reference and made an integral part hereof: Schedule A (Statement of Work) and Schedule B (Support Addendum)

2. **PERIOD OF PERFORMANCE AND SUBSCRIPTION TERM.** The performance period under this Agreement begins on the Effective Date and continues until the expiration or completion of the Subscription Term. The initial Subscription Term is from January 1, 2026, to December 31, 2030 (the "Initial Subscription Term"). Following the Initial Subscription Term, the Subscription Term will automatically renew for successive one (1) year periods (each a "Renewal Extension"), unless either party provides written notice of termination to the other party at least sixty (60) days before the end of the then-current Renewal Extension (in such case, the Agreement will terminate on the end date of the then current Subscription Term.) The term "Subscription Term" refers to the Initial Subscription Term and any Renewal.

3. **FEES AND PAYMENT TERMS**

    a) <u>Annual Subscription Fees</u>. The table below details the annual subscription fees (the "Subscription Fees") payable to Avenu for the licensed RevQ+ Products and related Support Services for the Initial Subscription Term. After the completion of the Initial Subscription Term, Subscription Fees for each Renewal Extension are subject to 5% annual escalation. Subscription Fees will be invoiced up front and on an annual basis throughout the Subscription Term, beginning on January 1, 2026, and each annual anniversary thereafter. Subscription Fees are non-refundable. Subscription Fees do not include fees for professional services (e.g., implementation, training, development, or other related services), which, if applicable, are set forth in paragraph 3(b) below. For avoidance of doubt, Subscription Fees are deemed earned by Avenu on the first day of each subscription term year.

Initial Subscription Term Year	Annual Subscription Fee	Bill Date
January 1, 2026 – December 31, 2026	$264,527	1/1/2026
January 1, 2027 – December 31, 2027	$277,754	1/1/2027
January 1, 2028 – December 31, 2028	$291,641	1/1/2028
January 1, 2029 – December 31, 2029	$306,223	1/1/2029
January 1, 2030 – December 31, 2030	$321,534	1/1/2030

    b) <u>Professional Services Fees</u>.
        - <u>Implementation Services</u>. Avenu's fee for implementation services (which are in addition to the Subscription Fees) are detailed in Schedule A and shall be payable in accordance with specifications detailed therein.
        - <u>Other Fees</u>. Client may purchase additional Professional Services hours at any time during the Subscription Term. Rates for Professional Services shall be at Avenu's then prevailing rates, which at time of Agreement execution is $250.00 hour. The scope and Fees for additional Professional Services will be set forth in a corresponding Change Order to Schedule, or a separate Statement of Work, as appropriate.
        - Both the Professional Services Fees and the Subscription Fees are considered "**Fees**".

    c) <u>Expenses</u>. Client shall reimburse Avenu for travel, lodging, meal, and other expenses reasonably incurred

by Avenu in providing the Products and Services ("**Expenses**").

d) <u>Taxes</u>. "**Taxes**" means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this transaction or any of the Products or Services (however designated and regardless of the jurisdiction that charges any of the foregoing). For the sake of clarity, Taxes do not include any taxes based on Avenu's net income. Client shall pay all Taxes upon being invoiced by Avenu. If the authority seeks collection from Avenu of any Taxes in connection with this Agreement, then Client shall reimburse Avenu upon receipt of notice from Avenu that Avenu has paid such Tax.

e) <u>Payment Terms</u>. All Fees are listed on invoices as U.S. Dollars. Client shall make all payments of any type of invoice from Avenu in U.S. Dollars. Avenu shall invoice Client for the Fees in accordance with the frequency and payment terms set forth herein. Avenu shall invoice Client for all Expenses and Taxes after the month they are incurred. Unless disputed in accordance with Section 3(e), Client shall pay all Fees, Expenses, and Taxes within 30 days of the applicable invoice date.

f) <u>Fee Disputes and Late Payments</u>. Subject to Client: (1) timely paying all amounts that are not in dispute per the payment specifications contained herein; and (2) notifying Avenu in writing with reasonable detail of the reasons for dispute prior to the due date of the invoice; Client may withhold payment for an invoiced amount Client reasonably disputes in good faith. The parties will promptly work together in good faith to resolve the dispute and, if Avenu is able to provide written documentation that the disputed amount is proper, the dispute will be deemed resolved. Upon resolution of the dispute, Client will pay any amounts owed within 15 days. Except for any amount disputed in accordance with this Section, Avenu may charge Client for any late payment at the lesser rate of 8% per annum (prorated as appropriate) or the maximum interest rate allowed by law. In any action taken by Avenu to collect past due amounts that were not disputed in accordance with this Section, Client shall reimburse Avenu for attorneys' fees, legal expenses, and other costs reasonably incurred by Avenu in taking those actions.

b) <u>Suspension</u>. By sending Client reasonable advance written notice, Avenu may suspend providing any Product or Service for Client's failure to timely pay any amount due that is not disputed in accordance with Section 3(f).

4. **PRODUCTS**

a) <u>Products</u>. In exchange for Client paying all required Fees, Avenu grants Client a non-exclusive, non-transferable right to use the following products in the United States ("<u>Products</u>"):

Product	Description
RevQ Software	One of Avenu's core software platform that permits automation and ongoing management of work flows, permits management of accounts, and interfaces with Avenu's other Products to allow data to transfer back and forth. As further described in Section 4 (b).
Avenu Analytics Reports Tool	A software report generating tool that users of the RevQ Software may use to generate reports from Avenu's standard suite of productivity and management reports and dashboards.
Contact Management Solution	Avenu's hosted omnichannel contact management solutions using the RevQ standard features and interface under this Agreement. Date and results of the contact management services are reported back to the SOR via daily batch flat file. Functions and features are described below in Sections 4(e), 4(f), and 4(g). Client will not receive access to or any administrative rights to the Contact Management Solution.

b) <u>RevQ Software and Avenu Analytics Reports Tool</u>. Avenu provides the RevQ Software and Avenu Reports Tool to Client in a hosted environment and Client has no right to possess a copy of or make any copies of the

RevQ Software or Avenu Analytics Reports Tool. Client will be able to access and use the RevQ Software and Avenu Reports Tool on a concurrent user basis for the number of users identified below. The number of "Users" means the maximum number of Client's concurrent users that may use the software at one time in all environments. The RevQ Software may interface with Client's System of Record ("SOR") as detailed in Schedule A. In addition, and as part of the use of the RevQ Software, Client may download as many copies as necessary of the thick client software to allow RevQ Software users to access the RevQ Software. Avenu will not create or modify any reports, unless specifically identified in the Custom Requirements section of Schedule A.

Product	Users
RevQ Software	61
Avenu Analytics Reports Tool	5

c)   Unattended Messaging (Third Party Item). Subject to the monthly limitations set forth in Schedule A, Client will have ability to initiate Unattended Messaging Campaigns through the RevQ Software. An "Unattended Messaging Campaign(s)" means having the Contact Management Solution place automated calls to deliver Client's approved prerecorded messages to a list of telephone numbers for individual accounts provided by Client to Avenu through the RevQ Software. While Avenu may provide template scripts of messages to use for the Unattended Messaging Campaigns, Client shall modify or provide Client's own authored scripts so that it meets Client's needs and complies with all applicable laws and provide written approval of the script to Avenu. To start an Unattended Messaging Campaign, Client shall provide Client's approved script to Avenu for recording. Client shall comply with the following restrictions for Client's Unattended Messaging Campaigns:

Unattended Messaging Campaign Limitations
• Client may only make up to 1 call per individual per week for up to 12 weeks.
• Client may only place calls between the hours of 9 a.m. and 8 p.m. in an individual's time zone.
• Client may only place calls to cell phone numbers where Client has obtained prior express consent to call that number.
• Client may only place calls to telephone numbers in the 48 continental/contiguous states of the United States.

d)   Texting Services (Third Party Item). Subject to the monthly limitations set forth in Schedule A , Client will have Texting Services functionality through the RevQ Software. "Texting Services" means having the Contact Management Solution place text messages to a list of cellular telephone numbers for individual accounts provided by Client to Avenu through the RevQ Software. The Texting Services provide a short message service ("SMS") that permits the use of Long Codes to facilitate texting of messages between a Client and an individual based on a defined list of keywords and associated messages with those keywords. "Long Code" means a dedicated 10-digit phone number for Client to which a consumer can direct text messages to and from which an individual can receive a return text Client acknowledges that Avenu may provide Client with a defined set of keywords and a defined set of response templates associated with those keywords. Aside from inserting Client's identification information where permitted, Client may not modify these defined keywords and response templates and Client shall not send any other content through the Texting Services other than the response templates. Client must provide contact information (including but not limited to telephone number and website URL, etc.) for Consumer texting requests or Client's terms and conditions of the Texting Services. While Avenu may provide template scripts of messages to use for the Texting Services, Client shall modify or provide Client's own authored scripts so that it meets Client's needs and complies with all applicable laws and provide written approval of the script to Avenu.

Client shall comply with the following restrictions for the Texting Services:

Texting Services Limitations
• Client may only initiate up to 3 texts per individual per week.
• Client may only initiate texts between the hours of 9 a.m. and 8 p.m. in an individual's time zone.

- Client may only text to cell phone numbers in the 48 continental/contiguous states of the United States

e) Email (Third Party Item). This feature allows Client to initial email messages through the RevQ Software. While Avenu may provide templates of email messages to use, Client shall modify or provide Client's own authored templates so that it meets Client's needs and complies with all applicable laws and provide written approval of the template to Avenu. Client must have and configure its own email server in order to use this functionality.

5. RELATED SERVICES.
a) Services. In exchange for Client paying all Fees, Avenu agrees to provide the following services in association with Client's use of the Products ("Services") during Term of this Agreement:

Service	Description
"Data Services"	Avenu contracts with a third party to provide skip tracing services to help determine valid addresses and phone numbers for individuals as further described in Section 5(b).
"Support Services"	Avenu provides support and maintenance services reasonably required for the operation of the Products as further described in Section 5(c).
"Hosting Services"	Avenu provides the hosting services reasonably required for the operation of the hosted Products as further described in Section 5(d).
"Implementation Services"	Avenu provides the implementation services as further described in Section 5(h) and Schedule A.

b) Data Services. If Client elects to utilize these Services, Avenu may transmit limited Personal Information to Avenu's third-party data providers on Client's behalf for the purposes of obtaining addresses, telephone numbers, and screening for telephone numbers identified as cellular telephones for Client's provided accounts. Client acknowledges that the information that is returned comes from public resources and neither Avenu nor its third-party data providers guarantees the accuracy of the information. Client is required to use these data services for as long as Client uses the Unattended Messaging functionality. To receive the data services, Client may be required to enter into an end user license agreement with Avenu's third-party data provider in the form provided by the provider. If Client does not enter into any required agreement, Avenu may not be able to provide those data services and /or Unattended Messaging Campaigns to Client under this Agreement.

Data Services Limitations
- Results from the third-party data providers will not be sent to Client's SOR.

c) Support Services. Subject to Client meeting any connection or hardware requirements, Avenu shall provide the support services ("Support") for the RevQ software in accordance with Schedule B – Support Addendum. Avenu may cease providing or providing support by providing Client with at least 12 months advance written notice. If a third-party provider ceases providing any third-party product or services that Avenu includes in the Products and Services, Client acknowledges that Avenu may not be able to provide 12 months advance written notice and, in such circumstances, Avenu will provide as much notice as reasonably possible.

d) Hosting Services. Avenu may utilize one or more third-party hosting providers to provide the hosted Products and may change hosting providers by providing Client 30 days advance written notice. Avenu uses reasonable efforts to make any of the hosted Products and related Services available. Client acknowledges that Avenu may make any of the hosted Products and Related Services unavailable during Scheduled Downtime and for Emergency Maintenance. "Scheduled Downtime" means time required to perform backup,

maintenance and restore any of the hosted Products and Services that occurs during Avenu's standard maintenance window as defined in Section 5(d) that Avenu maintains for the hosted Products and Related Services or during additional downtime that is scheduled in advance by Avenu. **"Emergency Maintenance"** means any corrective action intended to address hardware or software failures, viruses, malware, worms, other disabling code, or other conditions likely to cause degradation or interruption, as designated by Avenu in its reasonable discretion. In using the hosted Products and Related Services, Client shall not: (a) forge authentication credentials, use the authentication credentials of another user or disclose Client's authentication credentials to any third party; (b) damage, bypass, break, or otherwise circumvent any of Avenu's security mechanisms; (c) use the hosted Products and Related Services: (i) to attempt to breach, circumvent or hack a third party, (ii) to transmit viruses, malicious, harmful, or deleterious programs, (iii) to launch or facilitate a denial of service attack; or (iv) in a manner that otherwise poses a security threat; (d) probe, scan, or test the vulnerability of the hosted Products and Related Services or monitor data or traffic of the hosted Products and Related Services without permission from Avenu; (e) reverse-engineer the hosted Products or Related Services in order to find limitation, vulnerability or to evade, disable, or render inaccurate accounting billing, capacity limitations, or other functions of the Products and Related Services; (f) use the Products and Related Services to encourage, facilitate, engage, or in connection with abuse, harassment, discrimination, fraudulent activities, deceptive practices or other harmful or malicious acts; or (g) use the hosted Products or Related Services in a manner that would violate the Truth in Caller ID Act, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not Call Implementation Act, or any other local, state, federal, or foreign law or regulation. If Client fails to comply with this Section, Avenu may immediately suspend Client's use of any or all of the Products and Services until Client cures the violation and exercise any other remedy available to Avenu under this Agreement or under the law.

e)   Maintenance Window. The maintenance window for Intrusive Changes will be mutually agreed upon between Client and Avenu. As used in this Section, "Intrusive Changes" means maintenance that will render the hosted Products and Related Services unavailable and "Non-Intrusive Changes" means maintenance that is not intended to make the hosted Products and Related Services unavailable. Client acknowledges that Avenu performs Non-Intrusive Changes as needed. Avenu may change or adopt additional maintenance windows as mutually agreed upon by the Parties, provided that such maintenance windows do not occur during normal business hours (8:00am to 5:00 pm United States Eastern Time,, which is 5:00 am to 2:00 pm Pacific Standard Time).

f)   Implementation Services. The parties shall cooperate with one another to implement the Products and Services as further outlined in Schedule A. Client acknowledges that the implementation of the Products and Services will not begin until Avenu assigns resources to begin the project, which Client understands may be several weeks after the Effective Date. Once Avenu provides notice that Avenu is ready to begin the implementation, the parties will schedule a project kick off meeting at a mutually agreed upon time to establish project plan and specific project timelines.

6. EXCEEDING ANY RESTRICTION AND NEW PRODUCTS AND SERVICES. Avenu maymake additional Products and Services available to Client under this Agreement and the parties will work together to enter into any amendment to this Agreement to address those new Products and Services. If Client exceeds or otherwise violates any of the restrictions for the Products and Services set forth in this Agreement, Avenu may suspend providing any or all of the Products and Services. If Client needs to adjust the restrictions or needs additional capacity, Client may request Avenu to adjust the restrictions and capacity. Client acknowledges that such adjustments will require an amendment to this Agreement and may require additional fees.

7. CONNECTIONS. Client shall establish and maintain any necessary connections that meets Avenu's standards between Client's network and the RevQ Software. Client shall pay all costs related to setting up these connections including purchasing and delivering any equipment to the hosted facilities to enable such connection (i.e., an endpoint router for the MPLS connection). Client is responsible for making sure all equipment delivered to Avenu

functions appropriately and Client shall replace that equipment as needed.

8. [RESERVED]

9. CLIENT'S OBLIGATIONS. Client acknowledges that Client is responsible for the accuracy and integrity of the information Client provides in Client's use of the Products and Services. Client is also responsible for adopting procedures to identify and correct errors and omissions in such provided information. Client acknowledges that Avenu does not review the content of any data, script or letter for content, accuracy, validity, or compliance and Avenu is not responsible for errors caused by insufficient or inaccurate data. Client shall monitor the contents of the messages being sent through the Unattended Messaging Campaigns and the content contained in letters sent through the letter services. Client shall comply with and use the Products and Services in a manner that complies

with the Health Insurance Portability and Accountability Act, the Hi-Tech Act, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, the Telephone Consumer Protection Act, as applicable, and any other applicable laws, regulations or requirements related to privacy, handling of personally identifiable, health or financial information, the pursuit of collection of debts, and Client's operations ("Laws and Standards"). While Avenu may provide template documents for Client to consider in Client's use of the Products and Services, Client acknowledges that Avenu provides the templates "AS IS" and disclaims all warranties related to those templates. Client further acknowledges that it has not retained Avenu to provide guidance, advice, or counsel with respect to compliance with the Laws and Standards. Client has discussed with its own legal counsel the applicability of the Law and Standards to Client and Client takes full responsibility and assumes all risk and liability for Client's own compliance with the Laws and Standards and Client's use of the Products and Services in compliance the Laws and Standards.

10. USE OF DATA. Client acknowledges that (a) Avenu provides Products and Services under this Agreement that will utilize the data provided by Client to allow Client to obtain reports, automate workflows, generate communications with individuals, and to achieve other desired outcomes; and (b) Avenu collects statistical, system, user experience and other data related to Client's use of the Products and Services for the purposes of: (i) monitoring and improving the functionality of the Products and Services; and (ii) aggregating and using De-Identified Data for Avenu's own purposes. "De-Identified Data" means data that does not identify Client and does not identify any individual, or identify any entity. Avenu shall only use De-Identified Data in a manner that complies with applicable laws.

11. STORAGE. Client acknowledges that Avenu does not keep recordings of Unattended Messaging Campaign calls to individuals. The RevQ Software updates the software's notes field regarding actions taken during Unattended Messaging Campaigns, and Avenu Correspond, Texting Services, and Email transactions. To the extent the RevQ Software retains PDF copies of letters sent through the letter services, Avenu shall treat this information as Client's Confidential Information in accordance with this Agreement.

12. CONFIDENTIAL INFORMATION.

a)   The party receiving information ("Recipient") from the other party ("Discloser") shall treat the Discloser's information as confidential and proprietary ("Confidential Information") unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient's personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser's Confidential Information using the same degree of care it accords to its own confidential information, which in no event, will be less than a reasonable degree of care; (2) not disclose the Discloser's Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other party's Confidential Information except to perform its obligations under this Agreement. Recipient may disclose the Discloser's Confidential Information pursuant to a court order, as set forth in Section 12(b) or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with

written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser's cost, with Discloser to limit the disclosure to the extent permitted by law. Avenu acknowledges that Client will provide Avenu with access to personal identifiable information that may include, but is not limited to, Social Security numbers; bank account, credit card, and debit card numbers; victim identification; and additional protected information pursuant to court order or law ("Personal Information") and the Personal Information is considered Client's Confidential Information.

b)   Avenu acknowledges that Client is subject to one or more public record/open door act which generally provides that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of this Section if Client needs to disclose Avenu's Confidential Information to respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Avenu's Confidential Information, Client will notify Avenu of the request of the information.

c)   During the normal course of its dealings under this Agreement, Avenu's personnel will perform services to the Client. As with any person performing their job responsibilities, Avenu's personnel will learn to be more efficient and better at their jobs through learning new ideas, know-how, methods, techniques, processes and skills in providing the Products and Services ("Residuals"). Avenu may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this Section. For example, if another customer requests Avenu to implement a similar process to what the Client is using, Avenu may do so and may use the Residuals to provide those similar services to that other customer. The Client shall not assert against Avenu any prohibition or restraint from using the Residuals as outlined in this Section. For the sake of clarity, Residuals does not include Personal Information and Avenu may only use Personal Information as set forth in this Agreement.

13. PRESS RELEASE AND USE OF NAMES. Client grants Avenu the right to issue a press release related to the parties entering into this Agreement and the Products and Services being provided by Avenu to Client. Prior to issuing the press release Avenu will obtain Client's prior approval of the contents of the press release, which Client will not unreasonably withhold or delayed. Neither party shall use the other party's name or trademark without the express written permission of the other party. Notwithstanding the forgoing sentence, Avenu may use Client's name or logo for the sole purpose of identifying Client as a customer in marketing materials, press releases, sales presentations and websites.

14. PROPRIETARY RIGHTS. Avenu retains sole and exclusive ownership of all right, title and interest in the Products and Solutions, any modifications thereto, and any related information, documentation or deliverables Avenu provides to Client under this Agreement. To the extent necessary to verify this ownership, Client agrees to and hereby does assign to Avenu all copyrights, patent rights, title, and all other proprietary rights to the Products and Services, any modifications thereto, and any related information, documentation or deliverables Avenu provides under this Agreement. Client shall not alter, modify, adapt, translate, copy (except as expressly permitted in this Agreement), reverse engineer, decompile, disassemble, or create any derivative works of the Products or Related Services. Client shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in/on the Products and Services or any related information, documentation, or deliverables. Client shall not attempt to or circumvent any user limits, license keys, or other license, timing or use restriction built into the Products or Services.

15. [RESERVED]

16. AVENU'S SECURITY PRACTICES. Avenu shall maintain an information security program that is certified with PCI-DSS and ISO 27001. In addition, Avenu is subject to the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with the provisions of Attachment 2 Business Associate Agreement. If Avenu fails to

comply with the foregoing obligations, Avenu will have a reasonable period to cure any such failure upon receiving written notice by Client. If either of these standards cease to exist or if Avenu reasonably determines Avenu needs to replace a standard, Avenu will notify Client in writing of the change and how such change impacts Avenu's information security program. Avenu will report to Client any confirmed security breach or unauthorized access affecting Personal Information of which Avenu or any of the third-party hosting providers detects or becomes aware. Avenu will use diligent and reasonable efforts to remedy any breach of security or unauthorized access related to Avenu's facilities, systems, and the hosting environments. Client will cooperate with Avenu in such efforts. Avenu may suspend Client's access to the Products and Services in the event of a suspected or actual security breach without any liability to Client. Client understands that no safeguards, procedures or process will guarantee the security of Personal Information and Avenu does not have any responsibility related to who Client provides access to the Personal Information or the Products and Services. Clients shall control all access to the Products and Services that Client grants to Client's users, including administering andmaintaining the confidentiality of all user accounts and passwords. Accordingly, AVENU OR THE SUBSIDIARY IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCURRED BY CLIENT IN CONNECTION WITH ANY UNAUTHORIZED ACCESS RESULTING: (I) FROM THE ACTIONS OF CLIENT, OR (II) FROM THE ACTIONS OF ANY THIRD PARTY OTHER THAN AVENU'SS SUBSIDIARY, SUBCONTRACTOR OR THIRD-PARTY HOSTING PROVIDERS.

17. AUDITS. Upon Client's request or submission of a questionnaire related to any of Avenu's security, privacy, or compliance practices, Avenu will provide Avenu's standard packet of information at no additional cost to Client. If Client requires that Avenu fills out Client's specific questionnaires, information requests or similar documents instead of accepting this standard packet of information, Client will compensate Avenu for the time in fulfilling such requests at a minimum fee of $500 and a maximum fee of $3,000 based on the number of hours spent in fulfilling such request. By providing Avenu with at least 10 business days advance written notice, Client may conduct an audit of Avenu's compliance with this Agreement once during any twelve (12) month period. Client will perform the audit at Client's own expense, at a mutually agreeable date, at Avenu's site, during normal business hours and in conformance with generally accepted auditing standards. Client acknowledges that Client will only receive access to those areas of Avenu's systems, areas of the facility, and documents and information relevant to this Agreement and for the agreed to audit scope. Client shall have Client's personnel/representatives performing the audit execute any confidentiality agreement reasonably deemed necessary by Avenu. Client shall ensure Client's personnel/representatives also comply with Avenu's supervision, policies and procedures while on Avenu's site and do not remove any information from Avenu's site without Avenu's express written permission. In performing the audit, Client shall take all reasonable steps to minimize disruption to Avenu's business.

18. WARRANTY DISCLAIMER. Client acknowledges for interruptions to or defects or errors with the Products or Related Services that occur during the Term, Avenu will provide the Support Services to resolve or mitigate the interruption, defect or error. Accordingly, with regard to the Products and Services, AVENU DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF COMPLIANCE WITH LAWS, AND ANY ALL OTHER WARRANTIES (EXPRESS OR IMPLIED OR THAT COULD BE DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). Avenu does not warrant that the Products and Services will be uninterrupted, without defect, or error free.

19. DEFENSE OF THIRD-PARTY CLAIM. Avenu will defend and indemnify Client against any third-party claims resulting from: (a) Avenu's violation of any Federal, state or local law, rule or regulation that is applicable to Avenu; and (b) the RevQ Software, Contact Management Solutions, Avenu Reports Tool, or the EPS infringing or misappropriating a third party's U.S. patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights of such third party. This Section 19(b) does not apply to any claim that results or arises from any combination of these Products with any other software, hardware or technology not provided by Avenu, to the extent such claim would not have arisen but for such combination. Further, if a claim arises under Section 19(b) or Avenu suspects such a claim will arise, Avenu may: (i) modify the Product in a manner that causes the Product to not infringe, misappropriate or otherwise violate such third party's rights; (ii) obtain the right for Client to continue to use the Product as provided under this Agreement; or (iii) if the foregoing steps in (i) or (ii)

are not reasonably possible or practicable, promptly terminate this Agreement upon providing notice to Client. To exercise Client's rights under this Section, Client shall (x) provide prompt notice of the claim and request that Avenu defend the claim; (y) provide all reasonable requested information and cooperation in defending against the claim; and (z) give Avenu sole control of the defense or settlement of the claim, at Avenu's sole expense. If Avenu fails to timely undertake the defense of a claim under this Section that Avenu is obligated to defend, Client may undertake the defense or settlement of the claim itself and obtain reimbursement from Avenu for Client's reasonable attorneys' fees, reasonable expenses, and any damages Client incurs as result of an adverse ruling.

Client acknowledges and agrees that this Section sets forth Client's sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Avenu or the Products.

20. LIABILITY. CLIENT HEREBY AGREES THAT EXCEPT FOR CLAIMS ARISING FROM AVENU'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, VIOLATIONS OR LAW OR THE FULFILLMENT OF AVENU'S INDEMNITY OBLIGATIONS, AVENU'S LIABILITY IN THE AGGREGATE TO CLIENT FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO FEES PAID TO AVENU UNDER THIS AGREEMENT. IN NO EVENT WILL AVENU OR THE SUBSIDIARY BE LIABLE TO CLIENT FOR LOSS OF DATA, LOST PROFITS, OR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF AVENU OR THE SUBSIDIARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. INSURANCE. Without in anyway affecting the indemnity herein provided and in addition thereto, Avenu shall secure and maintain throughout the Subscription Term the types of insurance with limits as shown and under the requirements set forth in Attachment 1, as attached hereto and incorporated herein.

22. TERMINATION

a) **TERMINATION FOR BREACH.**. If either party breaches a material provision under this Agreement the other party may terminate this Agreement by providing the breaching party with a written notice describing the breach. Upon receipt of that notice, the breaching party will have a period of 60 days (or another timeframe that may be mutually agreed to by the parties) to cure the breach and if the breaching party fails to do so within the cure period, this Agreement will automatically terminate at the end of the cure period.

b) **TERMINATION FOR LOSS OS FUNDING.** Termination for Loss of Funding. If the Client has failed to receive necessary funds for the continued performance under this Agreement, the Client may provide a written termination notice to Avenu at least thirty (30) calendar days prior to the expiration of the then current Subscription Term year (in which case the effective date of such termination shall be the last day of the then current Subscription Term year).

23. EFFECT OF TERMINATION. Within 90 days of termination or expiration of this Agreement, Recipient will destroy and purge from its computer systems the Discloser's Confidential Information (including all copies, excerpts and summaries thereof), except to the extent such Confidential Information is stored pursuant to the Recipient's standard back-up procedures or retained to meet Recipient's legal or regulatory requirements or internal audit, document retention and/ or internal compliance requirements. In cases where any of the Discloser's Confidential Information is retained as permitted in this Section, the Recipient will continue to abide by Section 12, Confidential Information, until the Recipient ceases retaining such Confidential Information. Recipient shall destroy and purge such Confidential Information within the normal timeframe for deleting and purging such data. As it relates to Avenu hosting any of the Client's data or Personal Information, Avenu will, upon the Client's request, return that data stored in the RevQ Software in a reasonable and mutually agreed to format to the Client provided the Client requests that return of that hosted data within 30 days of the termination of this Agreement. If the Client requires any assistance in converting or exporting any data to another system, the parties will execute a statement of work that sets forth the agreed to scope of those services and the agreed to fees. Upon

request by the Discloser, the Recipient will certify in writing that the Recipient has complied with its obligations under this Section.

24. ASSIGNMENT. Avenu may utilize subcontractors to provide the Products and Services. In addition, Avenu may, without the consent of Client, assign or transfer this Agreement to a successor-in-interest in the event of a merger, consolidation or acquisition of any portion of the business of Avenu provided that (a) the assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement; and (b) Avenu notifies Client of such assignment within a reasonable period of time after it occurs. In all other circumstances, neither party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other party

25. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, internet provider network unavailability/outages, or similar causes beyond the reasonable control of such party. ("Force Majeure Events"). If due to any Force Majeure Events either party shall be unable to perform any obligation when due, such party shall promptly notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of the Force Majeure Event and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 30 days or more, either party may terminate this Agreement by written notice to the other.

26. SURVIVAL. Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.

27. [RESERVED]

28. [RESERVED]

29. [RESERVED]

30. GOVERNMENT SALES. This Section applies to all acquisitions of the Products and Services (collectively or individually for the purposes of this Section, the "Government Acquired Products") by or for the government of the United States of America or other government entity (the "Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Government. By accepting delivery of the Government Acquired Products, Client hereby acknowledges that (a) the Products and Services have been developed exclusively at private expenses, (b) the Products and Related Services commercial software and the associated documentation is commercial software documentation within the meaning of the acquisition regulation(s) applicable to this procurement, (c) the terms and conditions of this Agreement govern the Client's use and disclosure of the Government Acquired Products, and shall supersede any conflicting contractual terms or conditions, and (d) this Agreement meets the Government's/Client's needs or is consistent in all respect with United States law.

31. EXPORT CONTROL. Client shall not export or re-export or allow anyone to access or use the Products or Related Services outside of the United States without the prior written authorization of Avenu. If approved, Client must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Products or Related Services are exported, directly or indirectly, in violation of applicable laws.

32. GOVERNING LAW; VENUE; ATTORNEYS' FEES. This Agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the venue of any action or claim brought by

any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. . This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance obligations.

33. LEVINE ACT [Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)]. Avenu has disclosed to San Bernardino County ("County") using Attachment 3 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than $500 to any member of the County Board of Supervisors or other County elected officer, including Auditor-Controller/Treasurer/Tax Collector, within the earlier of: (1) the date of the submission of Avenu's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Avenu acknowledges that under California Government Code section 84308, Avenu is prohibited from making campaign contributions of more than $500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a further proposed amendment to this Agreement, Avenu will provide the County a written statement disclosing any campaign contribution(s) of more than $500 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Avenu or by a parent, subsidiary or otherwise related business entity of Avenu.

34. GENERAL. Avenu is an independent contractor. Except for the engagement of Avenu for the explicit purposes set forth in this Agreement, the parties are not entering into any employer-employee arrangement, partnership, joint venture, or similar relationship of any kind whatsoever.   This Agreement is the exclusive statement of the parties' agreement and supersedes all proposals, prior agreements, and other communications (oral or written) between the parties relating to the subject matter of this agreement. To be effective, any modification to this Agreement needs to be in writing and signed by both parties. A waiver by either party of or a party's delay exercising its rights under this Agreement does not constitute a waiver of any other provision, breach or default. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will remain in effect. The parties agree that a scanned file of a party's signature transmitted via email by the signing party to the other party shall be considered a binding, original signature of the signing party.

35. ELECTRONIC SIGNATURE. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

The parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

San Bernardino County	Avenu Insights and Analytics, LLC
Signature:	Signature:
Printed Name: Dawn Rowe	Printed Name: Sabrina Stover
Title: Chair, Board of Supervisors	Title: CFO
Date:	Date:

Implementation Statement of Work

The RevQ solution will be implemented as described in this Schedule A- Implementation Statement of Work (the "SOW), which is hereby incorporated into the Subscription Agreement for Information Technology (IT) Software and Services dated January 1, 2026, between Avenu and Client (the "Agreement"). All capitalized terms shall have the same meaning set forth in the Agreement, unless defined otherwise in this SOW. In the event that any provisions in this SOW conflict with any provisions of the Agreement, or any other incorporated document, the provisions of this SOW shall prevail solely with respect to the implementation services described herein.

A. Solution Features

This table describes the standard RevQ solution features and functionality that are in scope for this implementation. Anything that is not included in the "In Scope" column is considered out of scope, even if it is not listed in the "Out of Scope" column.

Area	In Scope	Out of Scope
RevQ Application	• One Production Environment • One Test Environment	• N/A
Data Connectivity Capabilities	• Data Connectivity Interfaces or Database Access Protocols (such as ODBC, JDBC, OData, RESTful APIs, or GraphQL APIs) to both Testing and Production Databases. • API functionality with the ability to support larger data extraction if needed (> 2min)	• N/A
RPCS/CUBS	• Current San Bernadino County Licenses to RPCS/CUBS will remain unchanged until RevQ is live on Production. • Once RevQ+ is live on Production access to RPCS/CUBS will be turned off.	• N/A
Payment Processing	• Integration of current payment processor to RevQ.	• Integration of Citepay • Call Center Payments/ Use of Virtual Terminal for Call Center • Real-time integration of CitePay portal and terminals with RevQ • IVR (Interactive Voice Response) Payment Processing
Outbound Communication	• Monthly Unattended Messaging Limit: 25,000 Calls • Monthly Outbound Text Messaging Limit: 25,000 Messages • Standard RevQ letter layouts to create multiple letter templates • Standard functionality allowing letters to be emailed and printed in-house (by Client) *Note: A signed authorization letter may be required in order to configure Unattended Messages*	• Letter layout customizations that require product customization outside standard capabilities. • Live/attended phone calls • Avenu Correspond for Letters (Letters printed and sent by hard copy via mail)
Inbound Communication	• N/A	• Answering inbound Calls • Answering inbound Emails
Skip Tracing	• LocateSmarter • Note: LocateSmarter will provide results by searching	• Daily batch retrieval of valid phone numbers and addresses

Area	In Scope	Out of Scope
	data fields like debtor name, address, date of birth, and cell phone number. LocateSmarter will provide information into RevQ, including addresses, phone numbers, and emails. • Monthly Skip Tracing Limit: 2500	via a contracted service other than LocateSmarter • Loading of skip tracing results into outside system
Payment Plans	• Creation of payment plans directly through RevQ user interface	• Integration with outside systems using standard import and export formats. Specific interface information is noted in section B.
Workflow	• Automated generation of daily batch processes for unattended dialing, letter sending • Any user-driven workflows in RevQ interface • Creation of worklists • Updates of demographic information directly in RevQ user interface. • Collector Workflows • Victim Restitution functionality	• Including additional data elements that are not available in the workflow interface

User Interface Configuration	• RevQ includes a robust set of standard user interface configuration options
	• Enhanced Distribution
	  o Ability to create multiple fines and fees based on distribution codes
	  o Report by the line-item entity broken out by percentage
	  o The ability to spilt out an individual line item by percentage
		• Any and all customizations

Outside Collection Agencies (OCA)	• Integration with OCA using standard import and export formats. Specific interface information is noted in section B.	• N/A
Third-Party Vendors	• Franchise Tax Board Court Ordered Debt • Tax Intercept • Employment Development Department	• Direct integration with any other third-party vendors
Reports	• Standard reports available for self-service by users through RevQ and Avenu Analytics user interfaces • Ability for Client to create their own report definitions using Avenu Analytics	• Changes to existing reports, such as changing field names or adding columns • All custom report development
Scheduled Jobs and Events	• Standard RevQ scheduling utility can be installed by client to manage imports, exports, and letters in RevQ	• Connection to third party schedulers

Victim Restitution Module	• Standard functionality:
	  o Ability to export disbursements to be sent
	  o Victim in Restitution for viewing and data entry
	• Cumulative Financial Activity on Victim Accounts for DA (Phase 1 Only): The RevQ system, which currently does not support tracking multiple types of victim disbursements. Specifically, the County requires the ability to distinguish and report separately on disbursements made directly to victims and those transferred to the District Attorney, similar to custom functionality previously developed in RPCS. Phase 1 includes to 40 hours of professional services to analyze
		• Victim Restitution Disbursement: Printing of Checks

Area	In Scope	Out of Scope
	the County's requirements and design a process for tracking, processing, and communicating District Attorney-related disbursements. The outcome may include recommendations for system display options within RevQ. Any implementation work resulting from this design effort will be performed under Phase 2 (See Post Go-Live Optimization)	

B. Interfaces (Outside Systems and Files)

The following table outlines the interface approach for the RevQ implementation. It offers insight into the available options; however, these options are governed by distinct guidelines, and all have different hourly costs associated with them. The client will be required to choose a single preferred option for implementation.

Interface Type	In Scope	Out of Scope
Outbound Interfaces: 25 Files: **Daily:** *ARMC (EPIC)* *Courts (2- MIS/INF)* *Payment Express* *EDD* *RevSpring (17)* *SAP(4)* *Lexis* **Weekly:** *COD* *TI* **Annual:** *SAP* *Lexis* *TI*	Types of interface exports that we would have as standard pricing: • All Financial Transactions • Payments /Reversals • Adjustments /Cancellations /Reactivations • GL exports for financial transactions • Account Inventory • Collection Activity/Events/Notes Scope restriction: • Must stay with one of our Pre-established design patterns with little variation, besides files layouts and basic selection criteria as defined in the pattern, such as payment types and transaction types.	• Sophisticated logic or configuration that are outside of our pre-established design patterns. • Complex file layouts and/or field translations that would require custom development beyond what is included in designing and building of common export files. • Future changes or maintenance to the export.
Inbound Interfaces: 12 Files **Daily:** *ARMC (2-EPIC/MED)* *Courts (2- MIS/INF)* *Payment Express* *EDD(3)* *RevSpring(4)* *Lexis* **Weekly:** *ARMC (2-EPIC/MED)* *COD (2)* *TI* **Monthly:** *Clearing Data*	• Avenu team to design and implement transforming an inbound batch data file layout to RevQ import formats using pre-established design patterns Types of interface imports that we would have as standard pricing: • Referrals of new RevQ accounts • Financial Transactions • Account Notes • Attachments • Account Field Updates • Debtor Field Updates Scope restriction: • Must stay with one of our Pre-established	• Sophisticated logic or configurations that are outside of our pre-established design patterns • Complex file layouts or translations that would require custom development beyond what is included in designing and building of common import files. • Future changes or maintenance to the transform and import process.

Annual: *Lexis*		design patterns with little variation, besides files layouts and basic selection criteria or codes translations as defined in the pattern, such as payment types and transaction types.			

System Name	# of Instances	Interface Type	Import (Files from Outside System to RevQ: total # of each)	Export (Files from RevQ to Outside System; total # of each)
EPIC	4	Imports: 1: Accounts 1: Payments & Adjustment 1: Withdraw Accounts Exports: 1: Payment & Adjustments	1: Accounts 1: Payments & Adjustment 1: Withdraw Accounts	1: Payment & Adjustments
ODYSSEY	4	Imports: 1: Accounts/Payments & Adjustment Exports: 1: Payments & Adjustments	1: Accounts/Payments & Adjustment	1: Payments & Adjustments
MEDITEC	1	Imports: 1: Payments & Adjustment	1: Payments & Adjustment	
SAP	5	Imports: 1: Warrant Number 1: Clearing Data Exports: 1: ZAP_602 1: ZAP_summary 1: ZJ	1: Warrant Number 1: Clearing Data	1: ZAP_602 1: ZAP_summary 1: ZJ
EDD	4	Imports: 1: Employer Info 1: Curwage Info 1: Disability/Unemployment Exports: 1: EDD Request	1: Employer Info 1: Curwage Info 1: Disability/Unemployment	1: EDD Request
TI	6	Imports: 1: AGY0XJT 1: ERROXJT 1: LOT0XJT 1: UCPOXJ Exports: 1: Weekly Mod Submission 1: Annual Submission	1: AGY0XJT 1: ERROXJT 1: LOT0XJT 1: UCPOXJ	1: Weekly Mod Submission 1: Annual Submission
COD	4	Imports: 1: Accounts 1: Payments 1: Reconciliation Exports:	1: Accounts 1: Payments 1: Reconciliation	1: Accounts 1: Payments & Adjustments

System Name	# of Instances	Interface Type	Import (Files from Outside System to RevQ: total # of each)	Export (Files from RevQ to Outside System; total # of each)
		1: Accounts 1: Payments & Adjustments		
Payment Express	3	Imports: 1: Payments & Adjustments Exports: 2: Accounts	1: Payments & Adjustments	2: Accounts
RevSpring	17	Imports: 1: Daily letter submission 1: Filter Ret File 1: NCOA update 1: Ret File ACS Returns Exports: 13: Legal Letters & Letter File Layout Note: Development effort to export or transform letter data from the RevQ standard product export format or RevQ database. The data will be transformed to merge field data formats required by RevSpring. This will include up to 13 significant variances in data sets for the letters or legal forms to be printed by RevSpring. This will include up to 5 new merge field calculations added as standard RevQ product merge fields. Programming effort may include some calculations during the transform process if they cannot be included as new standard product merge field calculations. If RPCS merge field values are needed to be passed from RPCS to RevQ, those data values will be included in the data migration.	1: Daily letter submission 1: Filter Ret File 1: NCOA update 1: Ret File ACS Returns	13: Letter File Layout
Lexis/Nexis	2	Imports: 1: Accounts & SSN Exports: 1: Accounts	1: Accounts & SSN phone number	1: Accounts

C. Comparison of RevQ Modules against current Client RPCS Modules

This table defines the in scope RevQ modules for this implementation. This table also provides an understanding of where current RPCS business objectives can be accomplished in the RevQ system, however:

1. Only standard RevQ functionality and configuration options are in scope. No custom platform development or scripting is in scope for this engagement, unless noted otherwise in the custom platform development scope in section G. As a result:
    a. Customizations included in the RPCS modules are not in scope unless noted otherwise in the custom platform development scope in section G.
    b. While the business objectives accomplished in RPCS can also be accomplished in RevQ, some client procedure changes may be required to complete the same objectives.

2. For more information about the migration of the data supporting each module see section D.

RPCS Modules	In Scope RevQ Modules
Account Distribution/Payment Proration Module	Standard Functionality in RevQ
California EDD Module	EDD Module
California FTB/COD Module	Standard FTB/COD Data exchange RevQ* module*
California Tax Intercept Module	Standard Tax Intercept **
Victim Restitution Module	Victim Restitution Module***
Client View/Ecliptics	Client View/Ecliptics
CU/Converse Dialer	Outbound Unattended Messaging (no interactive dialer)
CU·Archive	Archive

*Out of Scope: FTB/COD customizations outside of the standard module
** Tax intercept updates cannot be completed until the next tax year when the Annual submission has been sent from RevQ. Out of Scope: Tax Intercept FTB customizations and migrations outside of the standard module
*** Balance forward and notes can be migrated, but detailed victim transactions will be migrated as a PDF for review. The original opening balance, as well as the remaining balance, will be migrated.

D. Data Migration

The following table outlines the data migration approach RevQ implementation.

Description	In Scope	Out of Scope
Base Migration + Small Changes	• 1 Test Migration, 1 Live Migration • Volume of accounts under approximately 20K (negotiable based on consistency and cleanliness of data) • Active accounts, plus include accounts closed less than a year • RPCS data to be migrated: • DEBTOR record to RevQ Debtors and RevQ Accounts • FISCAL fields to RevQ Account Custom Fields, Debtor Contacts, Employers, and Banks • MEMO transactions to RevQ financial transactions • And/or FAC-CHG-ADJ to RevQ financial transactions	• Additional Test Migrations beyond what is noted as in scope. • Assistance with data cleanup (such as Name cleanups) • Translations for fields not specifically listed in scope. • RPCS data tables not specifically listed in scope • EXAMPLES: • PAYPLAN historical data (past payments) • JUDGMENTS (complexity of judgments and line items adds to scope of analysis, line item mapping, and migration so isn't included in the base migration, but can be an add-on if desired) • Legal libraries associated with FISCAL

- MEMO to RevQ Account Notes
- RP-PACKET secondary debtors to RevQ additional debtors
- PAYPLAN terms to setup new RevQ Payment Plans starting at the first unpaid payment.
- FTBCOD account state to RevQ FTBCOD account state
- Victim Balances
- Victim Notes
- Standard logic in RPCS for identifying a Company will be if a comma doesn't exist in Name1, or if key words exist in Name1 from a configurable list of words (such as LLC, INCORPORATED, etc.)
- Translation tables of configured RPCS elements to RevQ values, analysis & migration configuration:
- RPCS Client to RevQ Account Type
- RPCS account status codes to RevQ Account & Debtor status codes
- RPCS Amount "buckets" to RevQ line item codes
- RPCS account facility codes for amounts to RevQ line item codes
- RPCS Custom DEBTOR & FISCAL fields to RevQ Custom fields
- RPCS Transaction codes to RevQ Payment Types or Adjustment Reasons
- RPCS Next Step to RevQ Next Step Code
- RPCS Desk to RevQ Bin
- RPCS user initials to Person's Name for RevQ Notes and Financial Transactions
- Default RevQ phone and address field settings that aren't in RPCS (such as source and consent for texting and unattended messaging.)
- Migration debtor matching is based on standard criteria for common sets of demographic & SSN matching. Some analysis and coding changes are allowed based on simple variations or needs.
- For example, currently the RPCS packet # is NOT part of the criteria, in case multiple people in the same household are part of the same RPCS packet. Criteria could be changed to incorporate the packet #.
- PM & Consultant regular meeting attendance. Other technical or specialists when needed.
- Basic data profile analysis to identify data points that need to be cleaned up by Client
- The addition of roughly ~535k Accounts

- fields
- File attachments (this is an add-on from the base migration if needed)
- Victim Transaction History
- Custom parsing of notes or other data sources for particular data elements not in the base migration.
- Archive account migration
- Migration into other RevQ modules not specifically called out in the in scope section (such as Tax Intercept, EDD, etc.)
- RevQ application configuration to match translation tables.
- Changes to translation tables or data by Avenu team after migration.
- Accounts closed for more than a year.
- The functionality of the RPCS and RevQ modules are similar, however the data structures supporting the modules are not and data from the RPCS module may not map directly into the RevQ. Data points that do not directly map will not be included in the data migration. The following items are NOT included in scope:
  - Any RPCS data tables not specifically listed as being in scope, including: PAYPLAN historical data (in other words: past payments), Victim Transaction History data tables
  - Migration into other RevQ modules not specifically called out in the "in scope" section (such as Tax Intercept, EDD, etc.).

	to be migrated into the RevQ application • The addition of roughly ~165k Accounts to be migrated into the RevQ Archive Module from the previous 5 years of activity in RPCS/CUBS. • Avenu will share data files with the client after extracting RPCS Data so that the client can leverage the data for report validation. • Victim Transaction History (in PDF form as an attachment only).	

E. Implementation Activities by Stage

Stage	Key Activities
Design	• Client completes pre-work packet and provides needed information, including file layout specifications, data dictionaries, and example files. • Avenu facilitates kick-off call. • Avenu facilitates the completion of the Configuration Guide. • Client Completes the Configuration Guide. • Client signs off on completion of Configuration Guide. • Following Configuration Guide sign-off, Client and Avenu finalize project plan and timeline • Any material changes following Configuration Guide sign-off will be governed through formal change-management process.
Build	• Avenu completes file interface mappings (for both daily and one-time inventory migration files). • Avenu + Client completes solution configuration according to the Configuration Guide. • Avenu + Client unit tests configurations and file interfaces. • Avenu provides admin training and super-user training. • Client creates end-user training and process documentation, with support from Avenu.
Test	• Client creates test cases for their specific needs for user acceptance testing. • Client's super users provide training to end users or testing team who will perform testing. • Client's project manager organizes and ensures execution of user acceptance testing. • Client's users perform user acceptance testing steps. • Avenu or Client fix any defects discovered through testing. • Client's users regression test after fixes made. • Avenu and Client agree to Go Live Date/ cut-over plan.
Go Live	• Avenu and Client execute go-live plan. • Client users begin using solution to perform their work. • Client's super users provide end-user support. • Avenu provides support and expertise to Client's super users. • Phase 1: Victim Restitution DA Disbursements (Design/Requirements Gathering, up to 40 hours)
Stabilize	• Client's super users provide end-user support. • Avenu facilitates weekly call to review issue log, process metrics, performance metrics, and to agree on action plan for coming week. • Once stable, transition from project team to Avenu's Customer Success and Support teams. • Post-Production Optimization for Phase 2: Victim Restitution DA Disbursements, up to 250 hours

F. Post-Production Optimization

The following table outlines the post-production optimization approach selected by Client for RevQ implementation.

In Scope	Out of Scope
• This implementation includes Post-Production Optimization, a pre-established bucket of not to exceed 250 hours that can be used by the Client after Go-Live and throughout the term of the Agreement. It is intended the allotted hours will be used for Phase 2 development of VR Disbursements for DA's Office.	• Excess of 250 hours

G. Assumptions and Responsibilities

1. Avenu's implementation team will perform services between the hours of 8:00 am and 5:00 pm (based on the time zone where the employee performing the services is located).
2. The Client shall have a core team of personnel with at least one executive sponsor and at least one member of the information technology team. The Client shall ensure its personnel (a) has authority to make business decisions on behalf of the Client; (b) will participate in meetings, data gathering, analysis, implementation, and project governance activities related to this SOW; (c) will participate in focused training activities; and (d) will meet deadlines and deliverables as agreed upon in the mutual project plan.
3. Avenu will perform the services defined in this SOW remotely. Avenu resources will work on-site at the Client's facility only upon authorization being granted by both parties or as specifically set forth in this SOW.
4. Client will provide all requested information and access needed for Avenu to provide these services.
5. Avenu follows the Train-the-Trainer model and provides administrator training as well as super-user training. This approach allows for more productive and tailored training sessions.
6. Avenu's standard Project Management duties include common planning, scheduling, resource allocation, execution, tracking, and delivery of RevQ+.
7. Only standard RevQ functionality and configuration options are within the scope for this engagement. No custom platform development or scripting is included in this engagement, including all custom platform development, UI changes, and custom scripting.

H. Fees for Implementation Services

Avenu's firm-fixed-price fee for implementation services, described in this Schedule A is $451,008.   Client will be invoiced for implementation services in accordance with the milestone payment schedule set forth below. The parties estimate a nine (9) month implementation period based on the information available at time of Agreement execution, provided however the Project Implementation Plan that is developed by the parties will be the authority for specific timelines, schedules, and contingencies. Avenu will ensure the implementation plan is kept updated throughout the duration of the project.

Implementation Payment Milestones				
Percentage of Payment for Implementation	**Amount ($)**	**Milestones (list of deliverables)**	**Deliverable/Event triggering payment**	**Implementation Stage**
25%	**$112,752.00**	• General: Configuration and Setup • Deliver project plan by Week spanning 36-40 weeks	• Configuration Guide sign-off	**Design**
30%	**$135,302.40**	• Data Migration (Data Migration with Small changes) • PDF migration for VR Details • Archived	• Successful completion of data migration to Rev-Q, • including migration of archived	**Build: Data Migration**

Implementation Payment Milestones				
Percentage of Payment for Implementation	**Amount ($)**	**Milestones (list of deliverables)**	**Deliverable/Event triggering payment**	**Implementation Stage**
		Account Migration	accounts	
25%	**$112,752.00**	• Interfaces - Courts/Medical/ Letters/LexisNexis/SAP • (Build + Test) • Interfaces - Payments Processor/EDD/ COD (Build + Test) • Interface - TI (Build + Test) • California Modules (Build + Test) • Workflow (Build + Test) & Training	• Tax Intercept successful test: Export of eligible accounts for submission + Successful posting of TI received • *Note: Testing stage includes Unit, UAT and Regression*	**Build + Test**
20%	**$90,201.60**	• Data Extract of RPCS/CUBS Data • Optimization - VR Disbursements for DA's Office (Phase 1: **40 Hours** for Requirements + Design) • Plan to Go-Live • Go Live	• Successful Go-Live for TI: System successfully • Generates the opening TI submission file, due by Dec1. • **Phase 1- Requirements** for VR Disbursements for DA's Office completed. Requirements + Design Signoff	**Go-Live**

Changes

Client understands should changes to services, deliverables, estimating assumptions, or schedule established for this project occur, timelines and/or fee estimates may be impacted. When applicable, Avenu will initiate its formal change control process and work with Client to agree on an appropriate course of action, which may result in additional fees. In such cases, a Change Order will be executed by authorized representatives of both parties, and the additional services will be charged at the amount and frequency specified in the Change Order.

(END OF SCHEDULE A)

Avenu will provide Support Services in accordance with this Schedule B- Support Addendum (the "Support Addendum), which is hereby incorporated into the Subscription Agreement for Information Technology (IT) Software and Services dated January 1, 2026 between Avenu and Client (the "Agreement") Unless defined otherwise in this Support Addendum, capitalized terms shall have the same meaning set forth in the Agreement. In the event that any terms of this Support Addendum conflict with the terms of the Agreement, or any other incorporated document, the provisions of this Support Addendum shall prevail but solely with respect to the Support Services offering described herein.

1. Definitions.

"Client Systems" means the Client's underlying frameworks, database engines, and operating systems on which the Software operates.

"Defect" means a Reproducible error or malfunction with the Software causing the Software to not function in accordance with the Documentation

"Documentation" means any descriptions, instructions or other materials provided by Avenu describing the specifications, operation, functionality and/or features of the Software.

"Reproducible" means that the issue that causes the Defect can be re-created or reproduced by Avenu with an unaltered version of the Software, indicating that the issue is caused by a bug or other issue inherent to the Software rather than caused by the specific Client environment or use.

"Software" means the object code version of RevQ+ software including any ancillary data files, modules, libraries, and copies of any of the foregoing or portions thereof.

2. Support Services.

During the Subscription Term, and subject to satisfactory payment of the Subscription Fees, Avenu shall provide support services for the Software as described herein (the "Support").

    a. Helpdesk Support. Helpdesk Support is described in Section 3 titled "Helpdesk Services".

    b. Updates. Support includes those updates, enhancements, improvements to the Software that Avenu makes generally available to its customers from time to time ("Updates") at no additional cost. Updates may include bug fixes, patches, and/or improvements to existing Software functionality.

    c. Exceptions. Avenu shall not be required to provide Support for Defects occasioned by (i) Client's neglect or misuse of the Software; (ii) Client's unauthorized modifications or customizations to the Software, including modifications made by anyone other than Avenu or a person acting at Avenu's direction; or (iii) Client's failure to implement prior mandatory Software corrections or bug fixes.

3. Helpdesk Services:

    a. General: As part of Support, Avenu will provide Client with Helpdesk Services to address (i) general user questions pertaining to Software features and functionality; and (ii) Defects (collectively "Helpdesk Tickets").

    b. Intake Process: Helpdesk Tickets must be submitted to Avenu through either the Customer Support Portal (https://avenuinsights.service-now.com/csm) or by telephone at 1-888-504-1196.

       i. Avenu support agents will triage Helpdesk Tickets queue between the hours of 8:00 am to 6:00 pm Eastern Standard Time (EST) Monday to Friday, excluding observed statutory holidays (the "Support Hours"). During the initial intake and review process, Avenu's support team will determine if the Helpdesk Ticket is a Defect or general user question covered under the scope of Support and if necessary,

update the severity level of the Helpdesk Ticket based on the severity level definitions specified in *Table 1: Severity Level Definitions.* In the event Avenu's support team determines a Helpdesk Ticket is not a general user question or a Defect, and therefore not covered under Support, Avenu will seek approval from the Client prior to proceeding with any further remediation activities. If the Client approves proceeding with troubleshooting a reported issue that is not related to a Defect, Client understands and agrees that Avenu's time and efforts will be billed separately, on a labor hour basis, using Avenu's then current professional services rates. Further, Client understands that any response and resolution times set forth herein are solely applicable to Defects.

4. Response Times.

Upon Avenu's determination that a submitted Helpdesk Ticket meets the criteria for a Defect and covered by Support (as assessed during the intake process), Avenu will use commercially reasonable efforts to resolve/address the Helpdesk Ticket(s) in accordance with the timeframes set forth in *Table 2: Response and Resolution Times.* Avenu resources will be assigned to the most critical problems first

Table 1: Severity Level Definitions:

Severity Level	Definition
Severity 1 (Critical)	Reported Defect critically impacts business operations as a result of a complete loss of service. The Client cannot make operational use of the Software and work cannot reasonably continue.
Severity 2 (High)	Reported Defect has an adverse impact to business operations as a result of a significant loss, disruption or degradation of services. The Client cannot make operational use of one or more critical functions of the Software
Severity 3 (Medium)	Reported Defect has limited impact to business operations and use/ operation of the Software. The Client is in full working mode with minor impediments or loss of service. or where the problem occurs infrequently and/or affects a limited number of users.
Severity 4 (Low)	General User questions regarding Software features and functionality.

Table 2: Response and Resolution Times

Helpdesk Ticket Severity Level	Action Model	Initial Response Time	Resolution Time
Severity 1 (Critical)	Immediate Action until resolved or reassigned to a lower severity. Frequent contact with the Client Progress review by Support team and senior leadership	During Support Hours within 2 business hours of intake	During Support Hours within 24 hours of intake
Severity 2 (High)	Priority focus from the support team. Frequent contact with the Client. Progress review by support management	During Support Hours within 8 business hours of intake	During Support Hours within 2 weeks of intake
Severity 3 (Medium)	Resolution coordination within the support team Status monitored internally. Address within acceptable timeframe	During Support Hours within 8 business hours of intake	During Support Hours within 2 months of intake
Severity 4 (Low)	Status monitored internally.	Respond within 8 business hours of intake	N/A

5. Assumptions

a. Support will be performed remotely, provided however any work performed by Avenu that requires access to Client's data shall be performed within the geographic boundaries of the United States of America.

b. The following services are explicitly excluded from the scope of Support:
    i. Support for Software issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect
    ii. Updates third party products
    iii. On-Site Support
    iv. Data Extraction Services
    v. Implementation, configuration, integration, or other custom software development services (which may be provided by Avenu under the implementation statement of work, but not as part of "Support").

c. Support specifically excludes, and Avenu expressly disclaims any responsibility for, performance issues, or failures arising from Client Systems.

d. Avenu does not guarantee a specific resolution of any or all reported Defects and proposed resolutions may consist of a fix, temporary workaround, or other responses.

e. Client agrees to provide network access, computer time, information, personnel, and other resources as may be necessary for Avenu to provide the Support described herein.

f. Subject to the changes provision and upon Client's written request, Avenu may agree to provide out of scope services on a time and materials basis, subject to Client agreeing to pay Avenu's then current fees and charges, including, as applicable, travel and other expenses.

g. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.

h. Availability of and access to Updates shall not be construed to entitle Client to new options or features that are sold separately and that are not direct additions to the Software which has been licensed to the Client in accordance with the underlying Agreement.

(END OF SCHEDULE B)

ATTACHMENT 1
INSURANCE REQUIREMENTS

Avenu agrees to provide insurance set forth in accordance with the requirements herein. If Avenu uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Avenu agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Avenu shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

   a. <u>Workers' Compensation/Employer's Liability</u> – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Avenu and all risks to such persons under this Agreement. If Avenu has no employees, it may certify or warrant to the Client that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Client's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

   b. <u>Commercial/General Liability Insurance</u> – The Avenu shall carry General Liability Insurance covering all operations performed by or on behalf of Avenu providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
      i. Premises operations and mobile equipment.
      ii. Products and completed operations.
      iii. Broad form property damage (including completed operations).
      iv. Explosion, collapse and underground hazards.
      v. Personal injury.
      vi. Contractual liability.
      vii. $2,000,000 general aggregate limit.

   COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY - Exclusion
   "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
      (1) That the insured would have in the absence of the contract or agreement; or
      (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
         (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
         (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY - Exclusion
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. <u>Automobile Liability Insurance</u> – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If Avenu is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If Avenu owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. <u>Umbrella Liability Insurance</u> – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. <u>Professional Liability</u> –Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

<u>Errors and Omissions Liability Insurance</u> – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

f. <u>Cyber Liability Insurance</u> - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy will **not** provide breach costs, regulatory fines, penalties, extortion or business interruption for any third party, unless that third party provides a written demand for coverage stating that the third parties financial loss was attributed to Avenu's cyber event. The financial loss can include the third parties reimbursement request for costs paid by the third party for breach costs, regulatory fines, penalties, extortion or business interruption but they have to be attributed to Avenu's cyber event.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Client and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Client to vicarious liability but shall allow coverage for the Client to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights**. The Avenu shall require the carriers of required coverages to waive all rights of subrogation against the Client, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Avenu and Avenu's employees or agents from waiving the right of subrogation prior to a loss or claim. The Avenu hereby waives all rights of subrogation against the Client.

4. **Policies Primary and Non-Contributory**. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Client.

5. **Severability of Interests**. The Avenu agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Avenu and the Client or between the Client and any other insured or additional insured under the policy.

6. **Proof of Coverage**. The Avenu shall furnish Certificates of Insurance to the Client Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Avenu shall maintain such insurance from the time Avenu commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Avenu shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier**. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. **Deductibles and Self-Insured Retention**. Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage**. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Client will be promptly reimbursed by Avenu or Client payments to Avenu will be reduced to pay for Client purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by the Client. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Client. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Client, inflation, or any other item reasonably related to the Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Avenu agrees to execute any such amendment within thirty (30) days of receipt. Notwithstanding any other provision to the contrary, Client understands and acknowledges that in the event Client requires insurance coverage changes that are outside of Avenu's standard plan, additional fees may apply. Any failure, actual or alleged, on the part of the Client to monitor or enforce compliance with any of the

insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Client.

(END OF ATTACHMENT 1)

ATTACHMENT 2
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Auditor-Controller/Treasurer/Tax Collector (hereinafter Covered Entity) and Avenu Insights and Analytics, LLC (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. <u>Breach</u> shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and includes the definition set forth in 22 California Code of Regulations (C.C.R.) § 79901(b).

2. <u>Business Associate (BA)</u> shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103, and includes the definition set forth in 22 C.C.R. § 79901(c).

3. <u>Covered Entity (CE)</u> shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.

4. <u>Designated Record Set</u> shall have the same meaning given to such term under 45 C.F.R. section 164.501.

5. <u>Detect(ed)</u> shall have the same meaning given to such term under 22 C.C.R. § 79901(f).

6. <u>Electronic Protected Health Information (ePHI)</u> means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

7. <u>Individual</u> shall have the same meaning given to such term under 45 C.F.R. section 160.103.

8. <u>Medical Information</u> shall have the same meeting given to such term under 22 C.C.R. § 79901(l).

9. <u>Privacy Rule</u> means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

10. <u>Protected Health Information (PHI)</u> shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

11. <u>Security Rule</u> means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

12. <u>Unsecured PHI</u> shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. <u>Permitted Uses and Disclosures</u>

   BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

   If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. <u>Prohibited Uses and Disclosures</u>

   i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors,

agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

   ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

   iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

   iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

   i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

   ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

   iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

   i. Provide CE's Office of Compliance with the following information to include but not limited to:

     a) Name and address of the facility where the breach occurred;

     b) Date and time the Breach or suspected Breach occurred;

     c) Date and time the Breach or suspected Breach was discovered or Detected;

d) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved, including the person who performed the Breach, witnessed the Breach, used the Medical Information, or the person to whom the disclosure was made;

e) Name of patient(s) affected;

f) Number of potentially affected Individual(s) with contact information;

g) Description of how the Breach or suspected Breach allegedly occurred; and

h) Description of the Medical Information that was Breached, including the nature and extent of the Medical Information involved, including the types of individually identifiable information and the likelihood of re-identification.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

b) The unauthorized person who had access to the PHI;

c) Whether the PHI was actually acquired or viewed; and

d) The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

c) The risk assessment and investigation documentation provided by BA to CE shall, at a minimum, include a description of any corrective or mitigation actions taken by BA.

iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's

obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA and California law for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI and Medical Information, including without limitation, any Breach of PHI or Medical Information, or any expenses incurred by CE in providing required Breach notifications under federal and state laws.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

   In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

   BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:

   i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.

   ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.

   iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

   BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

   The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

   A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

   Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

    The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

    Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

    In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality, privacy, and breach notification obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")) and 22 C.C.R. § 79001 et seq. If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI/Medical Information and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

    The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI/Medical Information shall survive the termination of the Contract or this Agreement.

(END OF ATTACHMENT 2)

ATTACHMENT 3
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:
- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: **Avenu Insights & Analytics, LLC**

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☐   If yes, skip Question Nos. 3-4 and go to Question No. 5   No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: <u>Paul Colangelo</u>

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

   <u>Arlington Capital Partners</u>

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Arlington Capital Partners VI, LP	Otherwise Related Entity
Arlington Capital Partners IV, LP	Otherwise Related Entity

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

   No ☒

   Yes ☐   If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

   No ☒   If no, please skip question 11.
   Yes ☐   If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

   Name of Contributor: _____

   Date(s) of Contribution(s): _____

   Amount(s): _____

   Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

   By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.