



RESOLUTION No. 25-141

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING A SOFTWARE AS A SERVICE AND IMPLEMENTATION SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND HEDGEROW SOFTWARE, INC FOR THE ENVIRONMENTAL HEALTH DEPARTMENT REPLACING ENVISION CONNECT SOFTWARE IN THE AMOUNT NOT TO EXCEED \$156,000, APPROVE A TEN PERCENT (10%) CONTINGENCY IN ALIGNMENT WITH THE PURCHASING POLICY, IF NEEDED, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE AGREEMENT FOR THIS PROCUREMENT

WHEREAS, Nevada County Environmental Health Department (EHD) oversees the permitting and regulation of consumer protection, land use and hazardous material facilities in Nevada County per state regulatory requirements and provides record management and documentation for each facility; and

WHEREAS, the EHD began a project to replace the current permitting record management system, Envision Connect operated by Decade Software Inc., now Accela, that will sunset by Accela in December 2025; and

WHEREAS, Hedgerow Software Inc., Hedgehog Platform Licensed Programs meets the needs of the Environmental Health Departments daily record management and permitting requirements and the EHD in conjunction with Nevada County Information Services Department has determined Hedgehog Licensed Programs are the best solution for Agency's purposes; and

WHEREAS, The EHD Team collaborated with the Purchasing Department to source a competitively awarded agreement issued by El Dorado County Procurement Division, SLA No. 8832 with Hedgerow Software US, Inc.

WHEREAS, the Nevada County Purchasing Policy Section 4.5(B) allows for purchases made from other public agencies' competitive solicitations, or by use of joint powers agreements, cooperative purchasing programs, pooling agreements, and other recognized types of agreements used by government agencies to combine agency requirements for purchases in order to obtain volume discounts; and

WHEREAS, Purchasing Policy section 7.1(B) which requires all contracts with a total annual cost of more than \$50,000 must be approved by the Board of Supervisors.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the "Piggyback" Agreement with Hedgerow Software US, Inc.

2. Authorizes the Purchasing Agent to execute the Agreement to Hedgerow Software, Inc., for the amount not to exceed \$156,000 for the software and implementation with on-going annual license and application fees and sign any related documents.

3. Authorizes the Purchasing Agent to allow for change orders, alterations or addenda to the Board-approved contract to change or amend the contract in an amount that is not more than 10% of the Board approved amount.

4. Authorizes future renewals of the Agreement (five full fiscal years) to align with the terms of the "Piggyback" ending in fiscal year 32/33 and pending approval of Department's budget for each subsequent fiscal year and no additional fiscal impact.

Funding:	1123-40108-323-1000	521474	\$46,000
	1123-40108-323-1000	521520	\$110,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of April 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.


Abstain: None.


Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By:  Deputy COB


Heidi Hall, Chair



License and Support Agreement

Nevada County, California
Environmental Health Department

Project Code: LSA-NEVA-2025-01
Presented Date: March 15, 2025

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LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the latest signature date in *Section 20. Acceptance*.

BETWEEN:

HEDGEROW SOFTWARE US, INC. ("Hedgerow"), a Delaware corporation.

and

NEVADA COUNTY, CALIFORNIA ("Agency")

WHEREAS Hedgerow is the developer and owner of a certain set of commercial-off-the-shelf (COTS) software products described in this Agreement as Licensed Programs;

AND WHEREAS Agency has determined Licensed Programs are the best solution for Agency's purposes;

AND WHEREAS Agency desires to obtain from Hedgerow a non-exclusive and non-transferable license to use Licensed Programs;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

This Agreement contains the following Appendices:

- | | |
|------------|--|
| Appendix A | Modifications to Standard Terms and Conditions |
| Appendix B | Dates and Term |
| Appendix C | Prices and Payment Terms |
| Appendix D | Cloud Hosting Service Level Agreement |

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

1. Definitions

Item	Term	Definition
1.1.	Agency Data	Includes all data stored and accessed by Licensed Programs, including documents, notes, images, logos, and any other information, created by Agency staff using the Licensed Programs.
1.2.	Billable Services	Includes those services provided by Hedgerow as described in Section 8. <i>Billable Services</i> for which a fee is charged.
1.3.	Effective Date	The date defined in <i>Appendix B. Dates and Term</i> .
1.4.	FTE	Full-time equivalent inspectors and supervisors.
1.5.	Go-Live	The point in time when Agency Data is being used for production purposes and Agency is operational for ten (10) consecutive business days.
1.6.	Initial Recurring License Fees Date	The date defined in <i>Appendix B. Dates and Term</i> .
1.7.	Initial Term	The date defined in <i>Appendix B. Dates and Term</i> .
1.8.	Licensed Materials	The computer programs, in object form, and all related documentation and materials provided to Agency under the terms of this Agreement. Licensed Materials shall not include Source Code.
1.9.	Licensed Programs	The object code version of the software, as well as all updates, enhancements, and releases. Licensed Programs are a sub-set of the Licensed Materials. Licensed Programs in this Agreement refer to the software collectively known as the Hedgehog Application Suite.
1.10.	Proprietary Technology	The software, inventions, concepts, templates, development tools, methodologies, processes, techniques or other proprietary material or information.
1.11.	Services	Collectively, any services related to the support and use of the Licensed Materials covered by this Agreement.
1.12.	Source Code	The full source language statement of the programs owned by Hedgerow used to prepare the Licensed Programs, including any updates, enhancements, revisions, and modifications thereto that are provided to Agency under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.
1.13.	Version	An issue of Licensed Programs, which has been made available to the Agency.
1.14.	Work Order	The document required to authorize Billable Services.

2. License

- 2.1. Hedgerow hereby grants to Agency, and Agency hereby accepts from Hedgerow, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license ("License") to use the Licensed Materials solely for Agency's own purposes. The License shall be restricted for use with one (1) production server database with a single set of master code tables.
- 2.2. The License also authorizes Agency to maintain a backup copy of the Licensed Programs for use with databases for back up and testing purposes only. Agency agrees to receive prior written approval from Hedgerow before copying any portion of the Licensed Programs for any other purpose, which Hedgerow may, at its sole and unfettered discretion, grant or not grant.
- 2.3. Agency may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement, or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Hedgerow.

3. Ownership of Licensed Materials

- 3.1. Hedgerow is the lawful owner of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, Agency pursuant to this Agreement are, and remain, the property of Hedgerow. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. Agency shall use its commercially reasonable best efforts to prevent any violations of Hedgerow's property rights in the Licensed Materials; and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, or otherwise transfer the Licensed Materials or use of the Licensed Materials for the processing of data for others for consideration.
- 3.2. Agency shall have no right to modify, enhance or otherwise change or supplement the Licensed Materials in any way without the prior written consent of Hedgerow, however, Agency shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.
- 3.3. The Licensed Materials and all other data or materials supplied by Hedgerow to Agency are confidential and proprietary to Hedgerow, protected by law and of substantial value to Hedgerow, and their use and disclosure must be carefully and continuously controlled.
- 3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the USA.
- 3.5. All logos, trademarks and trade names of Hedgerow are proprietary to Hedgerow and may only be used as authorized in writing by Hedgerow.
- 3.6. Agency shall notify Hedgerow immediately of the unauthorized possession, use or knowledge of any item supplied to Agency pursuant to this Agreement.
- 3.7. In the event Agency breaches or attempts to breach any of the provisions of this *Section 3. Ownership of Licensed Materials*, Hedgerow shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this *Section 3.7.* shall survive termination of this Agreement until the Licensed Materials are completely removed from Agency's hardware. Upon request, Agency will furnish Hedgerow with an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Agency's hardware and either returned to Hedgerow or destroyed by Agency.

- 3.8. Each party will retain all its rights in any Proprietary Technology that it owned or developed prior to the Effective Date of this Agreement; and in the case of Hedgerow, acquires or develops thereafter other than in connection with this Agreement or the performance of Services under this Agreement. Any enhancements, improvements or changes developed or made to Proprietary Technology of either party in performing the Services shall be owned by the owner of the Proprietary Technology to which those enhancements, improvements or changes were developed or made.

4. Ownership of Agency Data

- 4.1. Agency owns all Agency Data.
- 4.2. If Agency is using Licensed Programs in a cloud-hosted environment, Agency shall notify Hedgerow, and Hedgerow shall comply as a Billable Service, if Agency wants a copy of such Agency Data. Agency Data will be provided to Agency in an MS SQL or MS SQL backup file format.
- 4.3. Hedgerow shall not, with respect to any Agency Data, programs, documents, information and other material that are the property of the Agency: (a) copy or duplicate them except to the extent that it is necessary for the performance of the Services or for back-up purposes; or (b) use them except as required for the performance of the Services; or (c) provide or make them accessible to its contractors, officers, employees or agents except as required for the performance of the Services; or (d) subject to exceptions contained in clauses (a), (b), and (c), provide or make them accessible to anyone without the prior written consent of Agency.

5. Prices, Adjustments, Taxes, and Non-Payment

- 5.1. Prices and payment terms for recurring license and support fees are contained in *Appendix C. Error! Reference source not found.* Agency shall make payments based on invoices from Hedgerow.
- 5.2. Agency is responsible for knowing all Federal, State and Local tax rules, paying all applicable taxes on Hedgerow fees, or providing Hedgerow with written notification that Agency is not subject to taxes.
- 5.3. For each month a payment is 30 days past due, Hedgerow will assess, and Agency shall pay, a late fee of two percent (2%), or the highest amount allowed by law.
- 5.4. Agency shall make a Hedgerow invoice dispute known within thirty (30) days of receipt of the disputed invoice and pay the undisputed amounts. If a dispute cannot be resolved by negotiations, it shall be submitted to Dispute Resolution as described in *Section 18. Dispute Resolution*.
- 5.5. Hedgerow reserves the right to withhold services for non-payment of fees.

6. Included Services

The following services are included in the Agency's annual license and support fees:

- 6.1. Telephone Support: Hedgerow provides support via a toll-free number for Agency's usability questions and/or problem resolution. Telephone support is provided during Hedgerow's regular business hours (6:30 A.M. to 4:30 P.M. Mountain Standard Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported and tracked through the Hedgerow Client Support Portal (Portal) twenty-four (24) hours a day via Portal, e-mail, or telephone. A Hedgerow representative will contact Agency during standard business hours the next day, should a request come in during non-business hours.
- 6.2. Web-Based Support: Clients have twenty-four (24) hour access to Portal to log and track issues via an online helpdesk.

- 6.3. Licensed Programs Maintenance: Hedgerow will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the Hedgerow Licensed Materials. Hedgerow will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Hedgerow will correct any error or malfunction in the Licensed Programs that prevents it from operating in conformance with the Licensed Materials, or Hedgerow will, within a period of time acceptable to Agency, acting reasonably, provide a commercially reasonable alternative that will have the same functionality as the Licensed Materials and will conform to the specifications of the Licensed Materials.
- 6.4. If Agency's system is inoperable due to a reproducible error or malfunction, and Agency is in compliance with the conditions listed in *Section 9.2.*, Hedgerow will provide continuous effort to correct the error or malfunction.

7. Incident Reporting & Response

The following table provides a general guideline to the categories of support requests:

Category	Problem Description	Best Method of Contact
Category 1	System Crisis: Any or all functions of the system are not operating. Problem affects more than 1 staff member. Financial impact on the client or client harm is possible if the problem is not solved within 10 hours or less.	Phone (or Support Portal)
Category 2	System Problem: A report or function is not performing as expected. Operation is highly impacted and affects the way business operates. Staff can continue to work. Problem involves more than 1 staff member.	Phone (or Support Portal)
Category 3	System Concern: A report or function is not providing expected results. Operation not critical or can be tolerated. Problem limited to 1 or no critical staff.	Support Portal
Category 4	System Request: New feature request.	Support Portal

The following provides a guideline to the response times an Agency can expect:

Category	Target Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal. Client Services call back. Preliminary analysis of the problem.
	30 Minutes	Second level support reviews the problem. Management team notified.
	1 hour	Systems Development reviews the problem. Ticket logged in Development Portal.
	10 hours	Development and release.

Category	Target Response Time	Type of Response
Category 2	1 hour	Client Services call back. Preliminary analysis of the problem.
	4 hours	Second level support added if necessary. Management team notified.
	8 hours	Systems Development reviews the problem.
	16 hours	Client Services responds with a target Release date.
Category 3	1 hour	Confirmation of receipt.
	4 hours	Client Services call back. Preliminary analysis of problem.
	12 hours	Client Services recommends a solution/work around and/or create a development ticket for a future release.
Category 4	2 hours	Confirmation of receipt. Ticket logged in Customer Support Portal.

8. Billable Services

The following services are not included in Agency's annual license and support fees; and will be provided on a fee basis after completion and approval of a Work Order.

- 8.1. Included Services, as stated in *Section 6. Included Services*, initiated outside of Hedgerow's normal service hours, unless under the continuous effort clause in *Section 6.4*.
- 8.2. Professional services requested by Agency for assistance with migration to a new Version.
- 8.3. General professional services, including, but not limited to, business analysis, data conversion and data migration, custom programming, custom report development.
- 8.4. Data correction or restoration, unless caused by Hedgerow's negligence while working on Agency's system.
- 8.5. Disclosure Site branding, maintenance of static information and testing of new program areas after Agency has gone live with Hedgehog Disclosure Site.
- 8.6. Providing copies of Hedgerow-hosted Agency Data to Agency.
- 8.7. Report Writer training and support. Support calls specifically related to Hedgehog's integrated DevExpress© report writing tool that exceed thirty (30) minutes will be billable at Hedgerow's standard professional services rate.
- 8.8. Additional training to Agency staff.
- 8.9. Error or defect fixes determined, after investigation by Hedgerow, to have occurred as a result of Agency not being in compliance with one or more of the reasons listed in *Section 9.2*. Agency shall reimburse Hedgerow, at Hedgerow's then prevailing professional services rates, for all costs incurred in investigating such error or defect.
- 8.10. Work Order costs are based upon time and effort. The payment terms and conditions for Work Orders are contained in **Error! Reference source not found., Section Error! Reference source not found.. Error! Reference source not found..**

9. Warranty and Limitation of Hedgerow's Liability

- 9.1. Hedgerow warrants that the Licensed Materials to be delivered hereunder have been tested for viruses using a commercially available virus scanning utility which is generally used in the industry and are to the best of its abilities free of any time bombs, back doors, worms, Trojan horses and any other similar device or mechanism designed to disable or adversely affect the functionality of the Licensed Programs.
- 9.2. Hedgerow represents and warrants that the Licensed Programs will perform substantially in accordance with its Licensed Materials, at no additional cost to Agency, provided that: (a) the Licensed Programs have not been modified by anyone other than Hedgerow, or as authorized by Hedgerow in writing; (b) Agency is operating a supported version of the Licensed Programs; (c) Agency's computer hardware is in good operating order and is installed in a suitable operating environment; (d) Agency's computer hardware configuration used in the operation of the Licensed Programs meets Hedgerow's approved specifications found in the Licensed Programs installation guides and new build release notes if necessary; (e) the error or defect is not caused by Agency or its agents, employees or contractors; (f) Agency promptly notifies Hedgerow of the error or defect after it is discovered; (g) all fees then due to Hedgerow have been paid; and (h) Agency is not otherwise in breach of its material obligations under this Agreement. In such event, Hedgerow shall use its best efforts to cause the Licensed Programs to perform substantially in accordance with its Licensed Materials within a period of time acceptable to Agency, acting reasonably.
- 9.3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY HEDGEROW TO AGENCY IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY'S SOLE AND EXCLUSIVE REMEDIES AND HEDGEROW'S ONLY OBLIGATIONS UNDER THE WARRANTY SET FORTH IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH HEDGEROW'S LICENSED MATERIALS OR CORRECT THE LICENSED MATERIALS.
- 9.4. HEDGEROW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET AGENCY'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH AGENCY SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY HEDGEROW.
- 9.5. HEDGEROW SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO AGENCY IN AN AMOUNT EXCEEDING TWO (2) TIMES THE TOTAL AMOUNT PAID BY AGENCY TO HEDGEROW IN THE TWELVE (12) MONTHS PRIOR TO A CLAIM, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY HEDGEROW; (B) ANY ACT OR FAILURE TO ACT OF HEDGEROW; OR (C) ANY CLAIM MADE AGAINST AGENCY BY ANY OTHER PARTY, EVEN IF HEDGEROW HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. AGENCY AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST HEDGEROW BASED ON ANY THEORY OF STRICT LIABILITY.

10. Indemnification for Copyright Infringement

- 10.1. Hedgerow represents and warrants that it is the owner of the Licensed Materials and that it has the right to grant the License granted hereunder. Hedgerow agrees to defend Agency against, and indemnify and save harmless Agency from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right, and to pay the amount of any adverse final judgment (or settlement to which

Hedgerow consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Agency's use of the Licensed Materials infringe any copyright or patent; provided Hedgerow is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Agency provides reasonable assistance in defense of same. In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, Hedgerow shall, at its expense, either: (a) procure for Agency the right to continue using the deliverable or infringing parts; or (b) replace the deliverable or infringing parts with a non-infringing product or parts; or (c) modify the deliverable or infringing parts to Agency's satisfaction so they become non-infringing.

11. Force Majeure

- 11.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied. Events meeting both of the criteria set forth in clauses (a) and (b) above are referred to individually and collectively as "Force Majeure Events". The parties expressly acknowledge that Force Majeure Events do not include vandalism, regulatory acts of governmental agencies, labor strikes, or the non-performance of third parties or subcontractors relied on for the delivery of Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event, as defined above. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.
- 11.2. If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ten (10) consecutive business days, Agency may, at its option, and in addition to any other rights Agency may have, procure such Services from an alternate source until Hedgerow is again able to provide such Services, and Hedgerow shall be liable for all payments made and costs incurred by Agency required to obtain the Services from such alternate source during such period. Agency shall continue to pay Hedgerow the charges established hereunder during such period, but Hedgerow shall not be entitled to any additional payments as a result of the Force Majeure Event. If a Force Majeure Event causes a material failure or delay in the use of the Licensed Programs, or the performance of any Services, for more than thirty (30) consecutive days, Agency may, at its option, and in addition to any other rights Hedgerow may have, immediately terminate this Agreement without liability to Hedgerow.

12. Agency Responsibilities

Agency is responsible for the following:

- 12.1. Timely payment of Hedgerow invoices.
- 12.2. Provision of appropriate operating environment for hardware, Agency employees, and Hedgerow staff when at Agency's location.
- 12.3. Provision of knowledgeable, competent operators with an understanding of Agency's operations.

- 12.4. For Agency self-hosted systems, ensuring that Agency has knowledgeable, competent staff or contracted network support personnel to install the Licensed Programs and resolve problems with Agency infrastructure/environment.
- 12.5. Scheduled training to properly prepare Agency's staff to use Licensed Programs.
- 12.6. Daily, or whenever they change, backups of files and Licensed Programs kept in a secure place.
- 12.7. Notification to Hedgerow of a problem as soon it appears.
- 12.8. Upon request, but not more than once a year, Hedgerow may request, and Agency shall supply, the PDF output of the "Hedgehog User Listing" report run from Agency's production environment. An importable copy of the report template will be provided if it is missing from Agency's production environment.

13. Version Upgrades

- 13.1. Hedgerow will, as and when it develops new versions of Licensed Programs upgrades and enhancements, with corresponding supporting Licensed Materials, make those available to Agency, with no increase in license fees. Hedgerow will provide the necessary instructions so Agency can install the upgrades and modifications.
- 13.2. If Agency is using an older version that is no longer commercially viable to continue supporting, Hedgerow will notify Agency of its intent to terminate support of that version. Such notice will be provided to Agency at least twelve (12) months in advance of Hedgerow's intent to terminate support so Agency has adequate time to upgrade to a supported version.
- 13.3. Hedgerow will also periodically offer new Licensed Programs, with, corresponding Licensed Materials, that have an additional billable price. New billable Licensed Programs are optional, and Agency will not be required to purchase them to comply with the support conditions in *Section 9. Warranty and Limitation of Hedgerow's Liability*.

14. Termination

- 14.1. Agency may, at any time, terminate this Agreement without cause by giving Hedgerow at least ninety (90) days written notice specifying the effective date of termination.
- 14.2. If Agency terminates this Agreement before the end of the term identified in *Appendix B. Dates and Term*, Agency will pay an early termination fee of five percent (5%) of the quarterly license fee for each quarter remaining in the term.
- 14.3. Hedgerow may terminate this Agreement without cause with one (1) year written notice to Agency, or at the end of the term identified in *Appendix B. Dates and Term*.
- 14.4. Without restricting any other remedies available, Agency may, at its sole option, immediately terminate this Agreement, without incurring a penalty, if (a) Hedgerow violates any material term or condition of this Agreement and such violation remains uncorrected sixty (60) days after written notice specifying the violation has been provided to Hedgerow; or (b) if Hedgerow is dissolved or becomes bankrupt or insolvent; or (c) if Hedgerow, its contractors, agents, officers or employees breach any of the confidentiality provisions of this Agreement.
- 14.5. If Agency violates any material term or condition of this Agreement, Hedgerow will notify Agency in writing of its intent to terminate this Agreement for cause, with the cause(s) specifically identified. Agency will have sixty (60) days to correct the cause(s), and if the corrections are not made, Hedgerow will have the right to terminate this Agreement. During this correction period, all rights

and obligations of this Agreement shall remain in force. There will be no early termination penalty for Hedgerow initiated termination.

15. Actions Upon Termination

- 15.1. Agency will cease using Licensed Materials immediately upon termination.
- 15.2. Within thirty (30) days after termination for any reason, Agency will furnish Hedgerow an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Agency's hardware and either returned to Hedgerow or destroyed by Agency.
- 15.3. Agency will pay all amounts due Hedgerow.

16. Confidentiality

- 16.1. Both Hedgerow and Agency have made and will continue throughout the term of this Agreement make available to the other party confidential personal and proprietary materials and information ("Confidential Information"). All materials and information provided by one party to the other relating to the business, policies, procedures, customs and forms of the providing party or any of its affiliates, including but not limited to Agency Data, as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated as confidential and proprietary and shall be considered to be Confidential Information ("Agency Materials"). Except for Confidential Information included in Agency Materials, the parties agree that the obligations set forth in this *Section 16. Confidentiality* do not apply to materials or information that: (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; or (b) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; or (c) are generally furnished to others by the disclosing party without restriction on disclosure; or (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (e) are independently developed by the receiving party without the use of Confidential Information of the disclosing party.
- 16.2. Hedgerow shall not, without the prior written consent of Agency, process, store, or transmit personal information which may be present in the Agency Materials in or to a country other than the United States.
- 16.3. If, to provide the Services, Hedgerow must disclose or make accessible any Agency Materials to a third party Hedgerow shall, before doing so obtain from the third party a written agreement in favor of Hedgerow and Agency, in a form satisfactory to Agency, under which the third party agrees to be bound by the obligations contained in this *Section 16. Confidentiality* applicable to Hedgerow.
- 16.4. Hedgerow agrees to permit Agency to have access to Hedgerow's premises, records and employees at any reasonable time to perform reviews and audits that Agency considers advisable to ensure that Hedgerow is meeting the requirement of this *Section 16. Confidentiality*. Hedgerow further agrees to provide its full cooperation for the purpose of such reviews and audits. Officers and employees of Hedgerow, its contractors and agents will be subject to the same electronic monitoring as government employees while on Agency's premises.
- 16.5. Hedgerow shall immediately report to Agency if Hedgerow or an affiliated company of Hedgerow is served with an order, demand, warrant or any other document purporting to compel the production of any Agency Materials.

- 16.6. The parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without the written consent of the other party.
- 16.7. Agency agrees not to disclose or make available to anyone not entitled to the benefit of this Agreement any information divulged by Hedgerow, the disclosure of which would be harmful to the business operations of Hedgerow, without the written consent of Hedgerow.
- 16.8. The provisions of this *Section 16. Confidentiality* shall not prevent either party from disclosing any Agency Data, documents, or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.
- 16.9. Hedgerow may, for the purposes of marketing, disclose Agency's name and a general description of the Services provided to Agency pursuant to this Agreement, but shall not indicate in any way that Agency endorses Hedgerow's Services.
- 16.10. Hedgerow shall return to Agency all Agency Materials, except to the extent that Agency agrees in writing to the destruction by Hedgerow of any of Agency Materials in which case Hedgerow shall confirm in writing to the Agency that such Agency Materials have been destroyed: (a) when they are no longer required by Hedgerow to provide Services; and (b) as soon as possible but not later than fifteen (15) days of the date of termination or expiration of the agreement.
- 16.11. This *Section 16. Confidentiality* shall survive the expiry or termination of this Agreement.

17. General Provisions

- 17.1. Hedgerow shall not assign or transfer this Agreement, or subcontract any of the rights or obligations under this Agreement, without first obtaining written permission from Agency. No assignment, transfer or subcontract of this Agreement will relieve Hedgerow of any obligations under this Agreement, except to the extent they are properly performed by Hedgerow's permitted assigns and subcontractors.
- 17.2. Time is of the essence with respect to the Services to be provided by Hedgerow to Agency under this Agreement.
- 17.3. If any provision of this Agreement is for any reason invalid, that provision will be considered separate and severable from this Agreement, and the other provisions of this Agreement will remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 17.4. Those provisions of this Agreement which are intended to survive the termination or expiration of this Agreement will survive, including, without limitation, *Section 3. Ownership of Licensed Materials*, *Section 9. Warranty and Limitation of Hedgerow's Liability*, and *Section 16. Confidentiality*.
- 17.5. Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.
- 17.6. This Agreement shall be governed by and construed in accordance with the laws of the State wherein Agency's administrative headquarters are located.
- 17.7. This Agreement constitutes the full and complete understanding of the parties to the subject matter contained herein; and supersedes all prior and contemporaneous understandings and agreements. This Agreement can only be changed by the written mutual consent of both Hedgerow and Agency.
- 17.8. This Agreement may be executed electronically and by counterparts, each of which shall be deemed an original but taken together constitute one instrument. Counterparts may be exchanged by electronic transmission. This Agreement and the attached Appendices, and any Work Order signed

by both parties represent the entire agreement between the parties and can only be modified by mutual written agreement of the parties. Agency's use of the services under this Agreement is not acceptance of any additional terms or conditions. The parties agree this is a non-exclusive agreement.

- 17.9. Hedgerow is not an employee, partner, agent, or representative of the Agency. Hedgerow is an independent contractor.
- 17.10. Hedgerow agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.

18. Dispute Resolution

- 18.1. Any dispute that cannot be resolved by the parties will be resolved with a three-step dispute resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith; (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then: (c) the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreeable arbitrator located in the United States.
- 18.2. In the event litigation is required by either party to enforce the terms and conditions of this Agreement, the prevailing party shall be reimbursed attorney fees, expert witness costs, and court costs by the party prevailed upon to the extent so ordered by the court.

19. Notice

- 19.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Hedgerow Software US, Inc.

Attention:
Darryl Booth
US Operations Manager

Suite 210
700 Van Ness Avenue
Fresno CA 93721
Phone: (559) 259-8472
Email: johndodson@hedgerowsoftware.com

For Agency

Attention:
Amy Irani
Environmental Health Director

950 Maiden Avenue
Nevada City, CA 95959
Phone: (530) 265-1464
Email: Amy.Irani@NevadaCountyCA.gov



20. Acceptance

Hedgerow and Agency have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Hedgerow Software US, Inc.
Darryl Booth, US Operations Manager

Agency: County of Nevada, California
Craig Griesbach
Purchasing Administrator

Date

Date

Address: 700 Van Ness Avenue, Suite 210
Fresno, CA 93721

Address: 950 Maiden Avenue
Nevada City, CA 95959

Appendix A. Modifications to Standard Terms and Conditions

A.1 Additional Provisions

1. Access shall be restricted by IP to only allow traffic from the Agency and authorized Hedgerow Support staff.
2. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

Agency Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the Agency.

3. **Responsibilities and Training:**
Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. Agency is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, Agency Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the Agency's prior written authorization, which the Agency may grant or withhold at its sole discretion.

4. Implementation of SSO to be included in contract price and to be executed as soon as SSO integration with Entra ID (as a component of MSAL = Microsoft Authentication Library) becomes available.
5. Data Location: The Contractor must notify the Agency in writing within 48 hours of any location changes to Contractor's data center(s) that will process or store Agency data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.
6. Cyber Risk insurance protection needed- Risk Management and Agency Counsel to determine amount.
7. Current Microsoft-supported versions of Windows must be supported by Hedgerow.

A.2 Paragraph 15.4 of Section 15 Actions Upon Termination is revised to add language as follows:

15.4 Hedgerow will return Agency Data in a MSL SQL format which will not be subject to additional fees.

A.3 Section 17, General Provisions is revised to add language as follows:

17.11 Insurance. During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages. The coverage requirements specified in this Section are the required coverage limits for insurance and are not intended, nor will they be construed, to limit or expand any liability or indemnity obligation of Contractor under the Contract. Notwithstanding the preceding sentence, if Contractor maintains insurance limits for any line of insurance in an amount greater than any limitation of liability in this Agreement ("excess limits"), the presence of any "excess limits" shall not be construed to expand any limitation of liability in this Contract. The minimum amount of insurance may be maintained through primary and umbrella or excess coverage. Except for any statutory required insurance, coverage and limits required herein may be met through the combination of primary, local admitted and global insurance policies maintained by Contractor:

17.11.1 Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$2,000,000.
- b. An endorsement naming County as an additional insured for liabilities assumed in this Agreement under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract.
- c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
- d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium) however, in the event that an Insurer will not provide the notice required in the preceding clause, such notification obligation shall fall to the Contractor.. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

17.11.2 Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving 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.

17.11.3 Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
- b. An endorsement naming County as an additional insured for liabilities assumed in this Agreement under said policy, with respect to claims or suits arising from the Services provided under this Agreement.

- c. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
- d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium). however, if an Insurer will not provide the notice required in the preceding clause, such notification obligation shall fall to the Contractor. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

17.11.4 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self-insurance as required by law and shall promptly provide proof of such insurance evidenced by a certificate of insurance.

17.11.5 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis, except for professional liability/errors and omissions and cyber liability insurance. If the Contractor changes "claims made" insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

Appendix B. Dates and Term

Agency Fiscal Year ends June 30..

Effective Date is the date it is signed by Agency in *Section 20. Acceptance*.

Initial Recurring Fees Billing Date is the earlier of six (6) months from the Effective Date or Go-Live.

Invoicing for Agency's recurring fees will begin at Initial Recurring Fees Billing Date, with the first License Fees invoice prorated to the end of the first billing cycle as selected in *Appendix C.3. Billing and Payment Schedule*.

The Initial Term begins with the Effective Date and ends five (5) full fiscal years after Agency's Initial Recurring Fees Billing Date.

In the event the Agreement is not terminated as provided for in the Agreement, before the expiry of the Initial Term, or any successive term, and neither party notifies the other party of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then current term, the Agreement shall automatically renew for successive one (1) year terms on the same conditions in effect during the then current term, with the exception of price increases as allowed in *Appendix C.4 Option to Increase Prices*

Appendix C. Prices and Payment Terms

C.1 Number of Inspectors and Supervisors

Hedgehog annual license and support fees are based on FTEs (See Definitions 1.4.)

Agency agrees to report, and pay for, additional FTEs as they are added to Hedgehog at Hedgerow's then prevailing rates. If the number of FTEs decreases Hedgerow will decrease costs proportionately.

Number of FTEs: 13

C.2 Licensed Programs and Recurring Fees

The following Licensed Programs included in this Agreement and their recurring fees are:

Item	# of Units	Quarterly Cost	Annual Cost
Licensed Programs Fees	0	0	0
X Hedgehog (per FTE)	13	\$ 5,850.00	\$ 23,400.00
X Hedgehog Portal (including online billing and payment processing)	1	\$ 1,775.00	\$ 7,100.00
Interface Maintenance Fees	0	0	0
X CERS Exchange	1	\$ 875.00	\$ 3,500.00
Licensed Programs Hosting Fees	0	0	0
X Licensed Programs Hosting Fee	1	\$ 3,000.00	\$ 12,000.00
Total		\$ 11,500.00	\$ 46,000.00

C.3 Billing and Payment Schedule

Recurring Fees are invoiced, due and payable in advance of the Billing Cycle selected.

Recurring Fees Billing Cycle	
Quarterly	
X	Annually

All invoices are payable net thirty (30) days.

C.4 Option to Increase Prices

At the end of Agency's then current term, and with at least ninety (90) days prior written notice to Agency, Hedgerow has the option to increase prices for the successive term by an amount up to the cumulative California Cost of Living increase since the price was last set.

Appendix D. Cloud Hosting Service Level Agreement (SLA)

D.1 Hosting Particulars

Agency has chosen to deploy Licensed Programs in a Microsoft® Azure® cloud-based environment. The Agency will receive the following as part of the application hosting fees:

Data Center	<p>Agency Data will be hosted in an Azure® private cloud environment in a tier 1 data center in the United States.</p> <p>The data center is a secure 24/7 manned onsite network operations site staffed with professional security officers, equipped with biometric access controls, monitored by extensive video surveillance, and restricted to only authorized representatives.</p>
App Service	<p>One (1) Production and One (1) UAT Hedgehog application will reside within a single App Service Plan with a public IP address.</p> <p>Network and storage will be fully isolated with the Agency's own subnet, private IP range, and specific Domain Name Server (DNS) to ensure absolute separation from other Azure® Agencies.</p> <p>One (1) Hedgehog Portal application will reside within the same App Service Plan, with its own unique public IP address.</p>
Database(s)	<p>Hedgehog Database, Hedgehog Portal, and Hedgehog Disclosure Site</p> <p>One (1) Production, one (1) User Acceptance Testing/ Testing (UAT) Hedgehog database, and one (1) Hedgehog Portal Disclosure Site will reside within a single Microsoft® Azure SQL Server.</p>
Azure Storage	<p>1 TB of storage is included in application hosting fees for data and attachments. If needed, additional disk space can be acquired in 1 TB units for an additional monthly fee.</p>
Availability	<p>Hosting site availability targets for the Production environment are:</p> <p>99.95% Network Uptime 99.95% Server Uptime 99.95% Application Availability</p> <p>If downtime is required for after-hours maintenance, an email notification will be sent to the Agency with a minimum 24-hour notice unless emergency escalation is required. If the maintenance timing is not convenient for Agency, Hedgerow and Agency will attempt to find a mutually agreeable time. Email details will include:</p> <ul style="list-style-type: none">• Reason for the downtime.• Date and time of downtime.• Expected duration.

Security / Privacy	All data passed to/from the Azure® cloud environment is encrypted during transmission.
Virtual Machine (VM) Backup	Azure® performs a full weekly backup and a daily incremental backup of Agency's virtual machines (VMs). Backups are stored in the Azure® Recovery Services vault.
Database Backup	Automated daily backup of Agency database is performed, and backup is stored on the database server.
Backup Retention	All backups retained for 14 days.
Patches and Upgrades	Hedgerow will notify Agency of all releases via email. Hedgerow staff will coordinate with designated Agency staff to determine the timeframe for the release to be applied to Agency's Azure® environments.
Access Control	<p>Designated Hedgerow staff will have secure, authenticated access to Agency's Azure® servers. These designated staff members will request written permission from the Agency to access the Agency's Azure® servers which may be necessary from time to time for the following reasons:</p> <ul style="list-style-type: none"> • General server maintenance. • General database administration. • Performance, usage and/or security monitoring. • Licensed Programs patches and upgrades. • General troubleshooting. <p>Hedgerow is notified via email of all log-in attempts to Agency's VM(s).</p>
System Monitoring	<p>24/7 monitoring of the Agency's Azure® cloud environment is provided.</p> <p>Hedgerow has rotating on-call staff to provide emergency after hours support related to Agency's Azure® cloud environment.</p> <p>Designated Hedgerow staff receive email notifications for all server log in attempts.</p> <p>Hedgerow will make Azure® activity logs available to Agency upon request.</p>

D.2 Hosting Incident Reporting & Response

Agencies can report incidents to Hedgerow via phone, email or the Customer Support Portal. Support categories for Agency-reported hosting incidents are as follows:

Level	Problem Description	Best Method of Contact
Category 1	System Crisis: Production environment is inaccessible.	Phone (or Portal)
Category 2	System Problem: UAT environment is inaccessible during standard support hours.	Phone (or Portal)
Category 3	System Concern: All environments are accessible; however, a degradation of service is noticeable on a platform that meets the posted Hedgerow minimum hardware and software requirements (e.g., system running slow). <i>Note: This issue may be Agency initiated.</i>	Portal
Category 4	System Issue: All environments are accessible and day-to-day work is not affected. Environment(s) require service outside of general maintenance (e.g., operating system patch).	Portal

Expected response times to each Category are as follows:

Level	Expected Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal or Agency has called the emergency support number. Preliminary analysis of problem. Incident update email or phone call to Agency.
	30 Minutes	Incident update email or phone call to Agency.
	45 Minutes	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 2	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Incident update email or phone call to Agency.
	2 Hours	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 3	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 4	1 Hour	Ticket logged in Customer Support Portal.

Appendix E. Unused

This exhibit is intentionally left blank.

Appendix F. INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify Agency **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and Agency services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to Agency data is known at the time, to enable Agency to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and Agency may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the Agency.

2.2 The Contractor must notify the Agency **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store Agency data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public Agency data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public Agency data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The Agency maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a Agency network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The Agency conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the Agency when requested.

Implementation Work Order

Nevada County California Environmental Health Department

Project Code: WO-NEVA-2025-01

Presented Date: March 15, 2025

Microsoft Partner

Silver Application Development

1. The Project

With this Implementation Work Order (“Project”) Hedgerow Software US, Inc. (“Hedgerow”) commits to deliver a successful implementation of the Hedgehog Platform Licensed Programs (“Hedgehog”) contained in a License and Support Agreement (LSA) LSA-AMAD-2024-01 entered into between Hedgerow and Nevada County (“Agency”).

1.1 Commercial-Off-The-Shelf-Software (COTS)

Agency has selected a COTS from Hedgerow. Hedgehog is data driven, highly configurable and used in dozens of North American environmental health departments. Using Hedgehog’s configuration features, Agency will be able to match or improve existing processes. Agency specific custom development is available using Change Requests.

There are hundreds of reports available in the Hedgehog canned reports library. Hedgerow provides minor modifications (i.e. Agency logo and reformatting) of less than two (2) hours per report at no charge. New reports and modifications greater than two (2) hours to existing reports can be accommodated with a Change Request.

Gaps in functionality identified in the Discovery Phase can also be accommodated using Change Requests.

1.2 Ownership of Work Product

Any functionality that is described in this document will be wholly integrated into the Hedgehog Application Suite. Ownership and all rights to the work product that is described in this and related documents, including but not limited to ownership and all rights to all requirements, specifications, source code, compiled executables, and end-user documentation is retained by Hedgerow.

2. Discovery Phase and Project Plan

The first phase of the Project is the Discovery Phase. During the Discovery Phase the Hedgerow Project Manager, Business Analyst(s) and Data Conversion Specialist(s), will work with Agency’s Project team, to analyze and document Agency’s current environments, and Envision Connect data sources to assess requirements of the data conversion, and identify gaps in functionality.

A deliverable from the Discovery Phase will be a Project Plan. The Project Plan will contain deliverables, delivery dates and assignments. The Project will not proceed until both Agency and Hedgerow have approved the Project Plan.

3. Scope

3.1 Scope Statement

Agency has acquired Hedgehog to automate field permitting, billing, inspections, complaints, investigations, service requests and reporting for the regulated program areas of Section 3.2. Agency agrees that Hedgerow will use California standards as the starting point for all global configurations, as well as program workflows to reduce customization requirements.

3.2 Program Areas

Environmental Health Program Areas* are the top-tier entities in Hedgehog and the division of those areas with sub-programs (which form the basis of “Facility Categories” in Hedgehog) are listed below:

- BODY ART
- CUPA Above Ground Petroleum Storage Tanks (AST)
- CUPA CalARP
- CUPA Conditionally Authorized (CA)
- CUPA Conditionally Exempt (CE)
- CUPA Hazardous Waste Generator

- CUPA Hazardous Waste Generator (RCRA-LQG)
- CUPA HazWaste Consolidation
- CUPA HMRRP Program Category
- CUPA NonWaste Generating Recycler
- CUPA PBR - Household HW Program Category
- CUPA Permit By Rule (PBR)
- CUPA RMP Waiver Determination
- CUPA UST
- CUPA Waste Generating Recycler
- FOOD
- HOUSING & INSTITUTION
- LAND DEVELOPMENT
- LIQUID WASTE
- RECREATION
- SOLID WASTE
- VECTOR CONTROL
- WATER

*Complaints/Service Requests may be included as a separate program area or as a Facility Category within each program area.

3.3 Historical Data Conversion

Data conversion and validation involves several iterations. The scope of this Project includes three. The initial conversion is a full data conversion for the initial build of the “Master Tables”. An interim conversion will be done for use in testing during the Project. The final conversion is for Go-Live.

Conversion of historical data is limited to 3 years.

The following historical data will be extracted from the Envision Connect database and converted to the Hedgehog database:

- Contacts- existing permitted and active contacts
- Accounts- for those linked to facility billing and reporting
- Billing (Outstanding Balance Forward Only)
- Facilities- for all active and inactive facilities within the retention period
- Inspections- CalCode Food, and core data for facility inspection scheduling
- Permits- active facilities (last known permit) and in-progress permitting

“Open” records such as permits or complaints linked to existing issues, open enforcement actions, and similar data are within scope. PDFs may be linked rather than converted. Closed and inactive accounts, facilities, and the like will be limited to program level retention rules agreed upon during the Discovery Phase.

3.4 Hedgehog Document Management System

Hedgehog has an integrated Document Management System. Agency documents can be retained in Hedgehog and linked in conversion in most cases. Analysis done during the Discovery Phase will be necessary to determine the best configuration of document management for Agency.

3.5 Report Customization

Hedgerow will provide report customization services for Agency. Customization is the designing, creating, documenting, testing and delivering a report. If desired, Agency can utilize reports included in the Hedgehog canned report catalog. Agency may request Hedgerow to modify these reports with minor edits (i.e. Logo, format) not to exceed 2 work hours per report without a Change Request.

If Agency requires a new report that exceeds 2 hours and cannot be adapted from the Hedgerow canned report library, Hedgerow will document additional or specific custom report requirements during the Discovery Phase and will provide Agency with the cost and effort to develop the report(s) using a Change Request.

3.6 Disclosure Site (DS) Configuration and Setup

The Hedgerow team will work with the Agency team to configure Agency's DS, which includes:

- Agency customized Splash and Landing pages, maximum 6.
- DS configuration.

3.7 MS Azure Hosting

Hedgerow will set up Agency's programs and files in Agency's own separate account on MS Azure.

3.8 Hedgehog Training

Hedgerow will deliver virtual training using MS Teams for the following functions:

- IT Orientation Training - for system setup up, access and conversion support during implementation.
- System Administrator Training- for system configuration and workflow creation.
- End-User Training- for daily system use and reporting.
- Workflow Training- for use of Hedgehog in specific program areas.
- Report Writer Overview Training - for system "superusers" to create/manipulate report designs.

4. Out of Scope

- Hedgehog Platform Licensed Programs not subscribed for in the LSA, such as:
 - Languages other than US-English.
- Environmental Program Areas not Included in Section 3.2, such as:
 - Air Quality
- Data Conversion:
 - Conversion of legacy data (i.e. Sharepoint, Access, Microsoft 365/Online) not contained in the Envision Connect database.
- Other interfaces:
 - Interfaces to third party software other than CUPA (CERS) and those listed in the LSA, such as *Blue Beam*, inventory management software, or ordering/purchasing programs.
- Replacement of custom software developed by Agency, or a third party that supplements Envision Connect.

5. Change Requests

Project changes that impact the Scope or Project Plan will be managed with Change Requests. Change Requests can be initiated by Hedgerow or by Agency. Change Requests may or may not include a cost or billable event. Change Request evaluations are not billable if the evaluation requested is under 4 hours. Otherwise, if an evaluation is expected to take more than 4 hours, the cost of the evaluation over 4 hours will be a billable event. Work will not begin on a Change Request until approved by both Agency and Hedgerow.

6. Conflict Resolution

In the event a dispute develops over whether or not a billable Change Request is required, Agency's Environmental Health Director and Hedgerow's Chief Financial Officer will be informed of the dispute and will meet to resolve it.

7. Costs and Payment Terms

Item	Cost
Project Management, Business Analysis, Configuration and Training	\$ 50,000.00
Historical Data Conversion from Envision Connect	\$ 30,000.00
Citizen Portal Implementation	\$ 20,000.00
CERS Integration	\$ 10,000.00
Total	\$ 110,000.00

7.1 Payment Schedule

50% at contract Signing	\$ 55,000.00
50% at Go-Live	\$ 55,000.00

Invoice Payment terms are Net 30.

8. Acceptance

I have read and understand the Project Scope contained within this Implementation Work Order and agree that they meet Agency's expectations. I have the authority within the Agency to accept and approve the Project, and authorize Hedgerow Software US, Inc. to proceed with it.

Agency Name: Nevada County, California

Accepted By: _____

Printed Name and Title

Signature: _____

Date: _____



License and Support Agreement

County of El Dorado Environmental Management Department

Project Code:	LSA-COED-2024-01
Presented Date:	May 9, 2024
Date Revised:	May 9, 2024
Revision:	1.0

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LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the latest signature date in *Section 20. Acceptance*.

BETWEEN:

HEDGEROW SOFTWARE US, INC. ("Hedgerow"), a Delaware corporation.

and

COUNTY OF EL DORADO ("Agency"), a political subdivision of the State of California.

WHEREAS Hedgerow is the developer and owner of a certain set of commercial-off-the-shelf (COTS) software products described in this Agreement as Licensed Programs,;

AND WHEREAS Agency has determined Licensed Programs are the best solution for Agency's purposes;

AND WHEREAS Agency desires to obtain from Hedgerow a non-exclusive and non-transferable license to use Licensed Programs;

AND WHEREAS, on May 3, 2024 Hedgerow was formally awarded Request for Proposals (RFP) 24-0033 for the provision of Environmental Health/Air Quality Permit and Data Management Software Solution;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

This Agreement contains the following Appendices:

Appendix A	Modifications to Standard Terms and Conditions
Appendix B	Dates and Term
Appendix C	Prices
Appendix D	Licensed Programs and Payment Terms
Appendix E	Cloud Hosting Service Level Agreement

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

1. Definitions

Item	Term	Definition
1.1.	Agency Data	Includes all data stored and accessed by Licensed Programs, including documents, notes, images, logos, and any other information, created by Agency staff using the Licensed Programs.
1.2.	Billable Services	Includes those services provided by Hedgerow as described in Section 8. <i>Billable Services</i> for which a fee is charged.
1.3.	Effective Date	The date defined in <i>Appendix B. Dates and Term</i> .
1.4.	FTE	Full-time equivalent inspectors and supervisors.
1.5.	Go-Live	The point in time when Agency Data is being used for production purposes and Agency is operational for ten (10) consecutive business days.
1.6.	Initial Recurring License Fees Date	The date defined in <i>Appendix B. Dates and Term</i> .
1.7.	Initial Term	The date defined in <i>Appendix B. Dates and Term</i> .
1.8.	Licensed Materials	The computer programs, in object form, and all related documentation and materials provided to Agency under the terms of this Agreement. Licensed Materials shall not include Source Code.
1.9.	Licensed Programs	The object code version of the software, as well as all updates, enhancements, and releases. Licensed Programs are a sub-set of the Licensed Materials. Licensed Programs in this Agreement refer to the software collectively known as the Hedgehog Application Suite.
1.10.	Proprietary Technology	The software, inventions, concepts, templates, development tools, methodologies, processes, techniques or other proprietary material or information.
1.11.	Services	Collectively, any services related to the support and use of the Licensed Materials covered by this Agreement.
1.12.	Source Code	The full source language statement of the programs owned by Hedgerow used to prepare the Licensed Programs, including any updates, enhancements, revisions, and modifications thereto that are provided to Agency under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.
1.13.	Version	An issue of Licensed Programs, which has been made available to the Agency.
1.14.	Work Order	The document required to authorize Billable Services.

2. License

- 2.1. Hedgerow hereby grants to Agency, and Agency hereby accepts from Hedgerow, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license ("License") to use the Licensed Materials solely for Agency's own purposes. The License shall be restricted for use with one (1) production server database with a single set of master code tables.
- 2.2. The License also authorizes Agency to maintain a backup copy of the Licensed Programs for use with databases for back up and testing purposes only. Agency agrees to receive prior written approval from Hedgerow before copying any portion of the Licensed Programs for any other purpose, which Hedgerow may, at its sole and unfettered discretion, grant or not grant.
- 2.3. Agency may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement, or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Hedgerow.

3. Ownership of Licensed Materials

- 3.1. Hedgerow is the lawful owner of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, Agency pursuant to this Agreement are, and remain, the property of Hedgerow. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. Agency shall use its commercially reasonable best efforts to prevent any violations of Hedgerow's property rights in the Licensed Materials; and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, or otherwise transfer the Licensed Materials or use of the Licensed Materials for the processing of data for others for consideration.
- 3.2. Agency shall have no right to modify, enhance or otherwise change or supplement the Licensed Materials in any way without the prior written consent of Hedgerow, however, Agency shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.
- 3.3. The Licensed Materials and all other data or materials supplied by Hedgerow to Agency are confidential and proprietary to Hedgerow, protected by law and of substantial value to Hedgerow, and their use and disclosure must be carefully and continuously controlled.
- 3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the USA.
- 3.5. All logos, trademarks and trade names of Hedgerow are proprietary to Hedgerow and may only be used as authorized in writing by Hedgerow.
- 3.6. Agency shall notify Hedgerow immediately of the unauthorized possession, use or knowledge of any item supplied to Agency pursuant to this Agreement.
- 3.7. In the event Agency breaches or attempts to breach any of the provisions of this *Section 3. Ownership of Licensed Materials*, Hedgerow shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this *Section 3.7.* shall survive termination of this Agreement until the Licensed Materials are completely removed from Agency's hardware. Upon request, Agency will furnish Hedgerow with an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Agency's hardware and either returned to Hedgerow or destroyed by Agency.

- 3.8. Each party will retain all its rights in any Proprietary Technology that it owned or developed prior to the Effective Date of this Agreement; and in the case of Hedgerow, acquires or develops thereafter other than in connection with this Agreement or the performance of Services under this Agreement. Any enhancements, improvements or changes developed or made to Proprietary Technology of either party in performing the Services shall be owned by the owner of the Proprietary Technology to which those enhancements, improvements or changes were developed or made.

4. Ownership of Agency Data

- 4.1. Agency owns all Agency Data.
- 4.2. If Agency is using Licensed Programs in a cloud-hosted environment, Agency shall notify Hedgerow, and Hedgerow shall comply as a Billable Service, if Agency wants a copy of such Agency Data. Agency Data will be provided to Agency in an MS SQL or MS SQL backup file format.
- 4.3. Hedgerow shall not, with respect to any Agency Data, programs, documents, information and other material that are the property of the Agency: (a) copy or duplicate them except to the extent that it is necessary for the performance of the Services or for back-up purposes; or (b) use them except as required for the performance of the Services; or (c) provide or make them accessible to its contractors, officers, employees or agents except as required for the performance of the Services; or (d) subject to exceptions contained in clauses (a), (b), and (c), provide or make them accessible to anyone without the prior written consent of Agency.

5. Prices, Adjustments, Taxes, and Non-Payment

- 5.1. Prices and payment terms for recurring license and support fees are contained in *Appendix C. Prices*. Agency shall make payments based on invoices from Hedgerow.
- 5.2. Agency is responsible for knowing all Federal, State and Local tax rules, paying all applicable taxes on Hedgerow fees, or providing Hedgerow with written notification that Agency is not subject to taxes.
- 5.3. For each month a payment is 30 days past due, Hedgerow will assess, and Agency shall pay, a late fee of two percent (2%), or the highest amount allowed by law.
- 5.4. Agency shall make a Hedgerow invoice dispute known within thirty (30) days of receipt of the disputed invoice and pay the undisputed amounts. If a dispute cannot be resolved by negotiations, it shall be submitted to Dispute Resolution as described in *Section 18. Dispute Resolution*.
- 5.5. Hedgerow reserves the right to withhold services for non-payment of fees.

6. Included Services

The following services are included in the Agency's annual license and support fees:

- 6.1. Telephone Support: Hedgerow provides support via a toll-free number for Agency's usability questions and/or problem resolution. Telephone support is provided during Hedgerow's regular business hours (6:30 A.M. to 4:30 P.M. Mountain Standard Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported and tracked through the Hedgerow Client Support Portal (Portal) twenty-four (24) hours a day via Portal, e-mail, or telephone. A Hedgerow representative will contact Agency during standard business hours the next day, should a request come in during non-business hours.
- 6.2. Web-Based Support: Clients have twenty-four (24) hour access to Portal to log and track issues via an online helpdesk.

- 6.3. Licensed Programs Maintenance: Hedgerow will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the Hedgerow Licensed Materials. Hedgerow will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Hedgerow will correct any error or malfunction in the Licensed Programs that prevents it from operating in conformance with the Licensed Materials, or Hedgerow will, within a period of time acceptable to Agency, acting reasonably, provide a commercially reasonable alternative that will have the same functionality as the Licensed Materials and will conform to the specifications of the Licensed Materials.
- 6.4. If Agency's system is inoperable due to a reproducible error or malfunction, and Agency is in compliance with the conditions listed in *Section 9.2.*, Hedgerow will provide continuous effort to correct the error or malfunction.

7. Incident Reporting & Response

The following table provides a general guideline to the categories of support requests:

Category	Problem Description	Best Method of Contact
Category 1	System Crisis: Any or all functions of the system are not operating. Problem affects more than 1 staff member. Financial impact on the client or client harm is possible if the problem is not solved within 10 hours or less.	Phone (or Support Portal)
Category 2	System Problem: A report or function is not performing as expected. Operation is highly impacted and affects the way business operates. Staff can continue to work. Problem involves more than 1 staff member.	Phone (or Support Portal)
Category 3	System Concern: A report or function is not providing expected results. Operation not critical or can be tolerated. Problem limited to 1 or no critical staff.	Support Portal
Category 4	System Request: New feature request.	Support Portal

The following provides a guideline to the response times an Agency can expect:

Category	Target Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal. Client Services call back. Preliminary analysis of the problem.
	30 Minutes	Second level support reviews the problem. Management team notified.
	1 hour	Systems Development reviews the problem. Ticket logged in Development Portal.
	10 hours	Development and release.

Category	Target Response Time	Type of Response
Category 2	1 hour	Client Services call back. Preliminary analysis of the problem.
	4 hours	Second level support added if necessary. Management team notified.
	8 hours	Systems Development reviews the problem.
	16 hours	Client Services responds with a target Release date.
Category 3	1 hour	Confirmation of receipt.
	4 hours	Client Services call back. Preliminary analysis of problem.
	12 hours	Client Services recommends a solution/work around and/or create a development ticket for a future release.
Category 4	2 hours	Confirmation of receipt. Ticket logged in Customer Support Portal.

8. Billable Services

The following services are not included in Agency's annual license and support fees; and will be provided on a fee basis after completion and approval of a Work Order.

- 8.1. Included Services, as stated in *Section 6. Included Services*, initiated outside of Hedgerow's normal service hours, unless under the continuous effort clause in *Section 6.4*.
- 8.2. Professional services requested by Agency for assistance with migration to a new Version.
- 8.3. General professional services, including, but not limited to, business analysis, data conversion and data migration, custom programming, custom report development.
- 8.4. Data correction or restoration, unless caused by Hedgerow's negligence while working on Agency's system.
- 8.5. Disclosure Site branding, maintenance of static information and testing of new program areas after Agency has gone live with Hedgehog Disclosure Site.
- 8.6. Providing copies of Hedgerow-hosted Agency Data to Agency.
- 8.7. Report Writer training and support. Support calls specifically related to Hedgehog's integrated DevExpress® report writing tool that exceed thirty (30) minutes will be billable at Hedgerow's standard professional services rate.
- 8.8. Additional training to Agency staff.
- 8.9. Error or defect fixes determined, after investigation by Hedgerow, to have occurred as a result of Agency not being in compliance with one or more of the reasons listed in *Section 9.2*. Agency shall reimburse Hedgerow, at Hedgerow's then prevailing professional services rates, for all costs incurred in investigating such error or defect.
- 8.10. Work Order costs are based upon time and effort. The payment terms and conditions for Work Orders are contained in *Appendix C., Section C.1. Professional Services Fees*.

9. Warranty and Limitation of Hedgerow's Liability

- 9.1. Hedgerow warrants that the Licensed Materials to be delivered hereunder have been tested for viruses using a commercially available virus scanning utility which is generally used in the industry and are to the best of its abilities free of any time bombs, back doors, worms, Trojan horses and any other similar device or mechanism designed to disable or adversely affect the functionality of the Licensed Programs.
- 9.2. Hedgerow represents and warrants that the Licensed Programs will perform substantially in accordance with its Licensed Materials, at no additional cost to Agency, provided that: (a) the Licensed Programs have not been modified by anyone other than Hedgerow, or as authorized by Hedgerow in writing; (b) Agency is operating a supported version of the Licensed Programs; (c) Agency's computer hardware is in good operating order and is installed in a suitable operating environment; (d) Agency's computer hardware configuration used in the operation of the Licensed Programs meets Hedgerow's approved specifications found in the Licensed Programs installation guides and new build release notes if necessary; (e) the error or defect is not caused by Agency or its agents, employees or contractors; (f) Agency promptly notifies Hedgerow of the error or defect after it is discovered; (g) all fees then due to Hedgerow have been paid; and (h) Agency is not otherwise in breach of its material obligations under this Agreement. In such event, Hedgerow shall use its best efforts to cause the Licensed Programs to perform substantially in accordance with its Licensed Materials within a period of time acceptable to Agency, acting reasonably.
- 9.3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY HEDGEROW TO AGENCY IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY'S SOLE AND EXCLUSIVE REMEDIES AND HEDGEROW'S ONLY OBLIGATIONS UNDER THE WARRANTY SET FORTH IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH HEDGEROW'S LICENSED MATERIALS OR CORRECT THE LICENSED MATERIALS.
- 9.4. HEDGEROW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET AGENCY'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH AGENCY SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY HEDGEROW.
- 9.5. HEDGEROW SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO AGENCY IN AN AMOUNT EXCEEDING TWO (2) TIMES THE TOTAL AMOUNT PAID BY AGENCY TO HEDGEROW IN THE TWELVE (12) MONTHS PRIOR TO A CLAIM, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY HEDGEROW; (B) ANY ACT OR FAILURE TO ACT OF HEDGEROW; OR (C) ANY CLAIM MADE AGAINST AGENCY BY ANY OTHER PARTY, EVEN IF HEDGEROW HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. AGENCY AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST HEDGEROW BASED ON ANY THEORY OF STRICT LIABILITY.

10. Indemnification

- 10.1. Hedgerow represents and warrants that it is the owner of the Licensed Materials and that it has the right to grant the License granted hereunder. Hedgerow agrees to defend Agency against, and indemnify and save harmless Agency from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right, and to pay the amount of any adverse final judgment (or settlement to which

Hedgerow consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Agency's use of the Licensed Materials infringe any copyright or patent; provided Hedgerow is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Agency provides reasonable assistance in defense of same. In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, Hedgerow shall, at its expense, either: (a) procure for Agency the right to continue using the deliverable or infringing parts; or (b) replace the deliverable or infringing parts with a non-infringing product or parts; or (c) modify the deliverable or infringing parts to Agency's satisfaction so they become non-infringing.

11. Force Majeure

- 11.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied. Events meeting both of the criteria set forth in clauses (a) and (b) above are referred to individually and collectively as "Force Majeure Events". The parties expressly acknowledge that Force Majeure Events do not include vandalism, regulatory acts of governmental agencies, labor strikes, or the non-performance of third parties or subcontractors relied on for the delivery of Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event, as defined above. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.
- 11.2. If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ten (10) consecutive business days, Agency may, at its option, and in addition to any other rights Agency may have, procure such Services from an alternate source until Hedgerow is again able to provide such Services, and Hedgerow shall be liable for all payments made and costs incurred by Agency required to obtain the Services from such alternate source during such period. Agency shall continue to pay Hedgerow the charges established hereunder during such period, but Hedgerow shall not be entitled to any additional payments as a result of the Force Majeure Event. If a Force Majeure Event causes a material failure or delay in the use of the Licensed Programs, or the performance of any Services, for more than thirty (30) consecutive days, Agency may, at its option, and in addition to any other rights Hedgerow may have, immediately terminate this Agreement without liability to Hedgerow.

12. Agency Responsibilities

Agency is responsible for the following:

- 12.1. Timely payment of Hedgerow invoices.
- 12.2. Provision of appropriate operating environment for hardware, Agency employees, and Hedgerow staff when at Agency's location.
- 12.3. Provision of knowledgeable, competent operators with an understanding of Agency's operations.

- 12.4. For Agency self-hosted systems, ensuring that Agency has knowledgeable, competent staff or contracted network support personnel to install the Licensed Programs and resolve problems with Agency infrastructure/environment.
- 12.5. Scheduled training to properly prepare Agency's staff to use Licensed Programs.
- 12.6. Daily, or whenever they change, backups of files and Licensed Programs kept in a secure place.
- 12.7. Notification to Hedgerow of a problem as soon it appears.
- 12.8. Upon request, but not more than once a year, Hedgerow may request, and Agency shall supply, the PDF output of the "Hedgehog User Listing" report run from Agency's production environment. An importable copy of the report template will be provided if it is missing from Agency's production environment.

13. Version Upgrades

- 13.1. Hedgerow will, as and when it develops new versions of Licensed Programs upgrades and enhancements, with corresponding supporting Licensed Materials, make those available to Agency, with no increase in license fees. Hedgerow will provide the necessary instructions so Agency can install the upgrades and modifications.
- 13.2. If Agency is using an older version that is no longer commercially viable to continue supporting, Hedgerow will notify Agency of its intent to terminate support of that version. Such notice will be provided to Agency at least twelve (12) months in advance of Hedgerow's intent to terminate support so Agency has adequate time to upgrade to a supported version.
- 13.3. Hedgerow will also periodically offer new Licensed Programs, with, corresponding Licensed Materials, that have an additional billable price. New billable Licensed Programs are optional, and Agency will not be required to purchase them to comply with the support conditions in *Section 9. Warranty and Limitation of Hedgerow's Liability*.

14. Termination

- 14.1. Agency may, at any time, terminate this Agreement without cause by giving Hedgerow at least ninety (90) days written notice specifying the effective date of termination.
- 14.2. If Agency terminates this Agreement before the end of the term identified in *Appendix B. Dates and Term*, Agency will pay an early termination fee of five percent (5%) of the quarterly license fee for each quarter remaining in the term.
- 14.3. Hedgerow may terminate this Agreement without cause with one (1) year written notice to Agency, or at the end of the term identified in *Appendix B. Dates and Term*.
- 14.4. Without restricting any other remedies available, Agency may, at its sole option, immediately terminate this Agreement, without incurring a penalty, if (a) Hedgerow violates any material term or condition of this Agreement and such violation remains uncorrected sixty (60) days after written notice specifying the violation has been provided to Hedgerow; or (b) if Hedgerow is dissolved or becomes bankrupt or insolvent; or (c) if Hedgerow, its contractors, agents, officers or employees breach any of the confidentiality provisions of this Agreement.
- 14.5. If Agency violates any material term or condition of this Agreement, Hedgerow will notify Agency in writing of its intent to terminate this Agreement for cause, with the cause(s) specifically identified. Agency will have sixty (60) days to correct the cause(s), and if the corrections are not made, Hedgerow will have the right to terminate this Agreement. During this correction period, all rights

and obligations of this Agreement shall remain in force. There will be no early termination penalty for Hedgerow initiated termination.

15. Actions Upon Termination

- 15.1. Agency will cease using Licensed Materials immediately upon termination.
- 15.2. Within thirty (30) days after termination for any reason, Agency will furnish Hedgerow an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Agency's hardware and either returned to Hedgerow or destroyed by Agency.
- 15.3. Agency will pay all amounts due Hedgerow.

16. Confidentiality

- 16.1. Both Hedgerow and Agency have made and will continue throughout the term of this Agreement make available to the other party confidential personal and proprietary materials and information ("Confidential Information"). All materials and information provided by one party to the other relating to the business, policies, procedures, customs and forms of the providing party or any of its affiliates, including but not limited to Agency Data, as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated as confidential and proprietary and shall be considered to be Confidential Information ("Agency Materials"). Except for Confidential Information included in Agency Materials, the parties agree that the obligations set forth in this *Section 16. Confidentiality* do not apply to materials or information that: (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; or (b) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; or (c) are generally furnished to others by the disclosing party without restriction on disclosure; or (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (e) are independently developed by the receiving party without the use of Confidential Information of the disclosing party.
- 16.2. Hedgerow shall not, without the prior written consent of Agency, process, store, or transmit personal information which may be present in the Agency Materials in or to a country other than the United States.
- 16.3. If, to provide the Services, Hedgerow must disclose or make accessible any Agency Materials to a third party Hedgerow shall, before doing so obtain from the third party a written agreement in favor of Hedgerow and Agency, in a form satisfactory to Agency, under which the third party agrees to be bound by the obligations contained in this *Section 16. Confidentiality* applicable to Hedgerow.
- 16.4. Hedgerow agrees to permit Agency to have access to Hedgerow's premises, records and employees at any reasonable time to perform reviews and audits that Agency considers advisable to ensure that Hedgerow is meeting the requirement of this *Section 16. Confidentiality*. Hedgerow further agrees to provide its full cooperation for the purpose of such reviews and audits. Officers and employees of Hedgerow, its contractors and agents will be subject to the same electronic monitoring as government employees while on Agency's premises.
- 16.5. Hedgerow shall immediately report to Agency if Hedgerow or an affiliated company of Hedgerow is served with an order, demand, warrant or any other document purporting to compel the production of any Agency Materials.

- 16.6. The parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without the written consent of the other party.
- 16.7. Agency agrees not to disclose or make available to anyone not entitled to the benefit of this Agreement any information divulged by Hedgerow, the disclosure of which would be harmful to the business operations of Hedgerow, without the written consent of Hedgerow.
- 16.8. The provisions of this *Section 16. Confidentiality* shall not prevent either party from disclosing any Agency Data, documents, or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.
- 16.9. Hedgerow may, for the purposes of marketing, disclose Agency's name and a general description of the Services provided to Agency pursuant to this Agreement, but shall not indicate in any way that Agency endorses Hedgerow's Services.
- 16.10. Hedgerow shall return to Agency all Agency Materials, except to the extent that Agency agrees in writing to the destruction by Hedgerow of any of Agency Materials in which case Hedgerow shall confirm in writing to the Agency that such Agency Materials have been destroyed: (a) when they are no longer required by Hedgerow to provide Services; and (b) as soon as possible but not later than fifteen (15) days of the date of termination or expiration of the agreement.
- 16.11. This *Section 16. Confidentiality* shall survive the expiry or termination of this Agreement.

17. General Provisions

- 17.1. Hedgerow shall not assign or transfer this Agreement, or subcontract any of the rights or obligations under this Agreement, without first obtaining written permission from Agency. No assignment, transfer or subcontract of this Agreement will relieve Hedgerow of any obligations under this Agreement, except to the extent they are properly performed by Hedgerow's permitted assigns and subcontractors.
- 17.2. Time is of the essence with respect to the Services to be provided by Hedgerow to Agency under this Agreement.
- 17.3. If any provision of this Agreement is for any reason invalid, that provision will be considered separate and severable from this Agreement, and the other provisions of this Agreement will remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 17.4. Those provisions of this Agreement which are intended to survive the termination or expiration of this Agreement will survive, including, without limitation, *Section 3. Ownership of Licensed Materials*, *Section 9. Warranty and Limitation of Hedgerow's Liability*, and *Section 16. Confidentiality*.
- 17.5. Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.
- 17.6. This Agreement shall be governed by and construed in accordance with the laws of the State wherein Agency's administrative headquarters are located.
- 17.7. This Agreement constitutes the full and complete understanding of the parties to the subject matter contained herein; and supersedes all prior and contemporaneous understandings and agreements. This Agreement can only be changed by the written mutual consent of both Hedgerow and Agency.
- 17.8. This Agreement may be executed electronically and by counterparts, each of which shall be deemed an original but taken together constitute one instrument. Counterparts may be exchanged by electronic transmission. This Agreement and the attached Appendices, and any Work Order signed

by both parties represent the entire agreement between the parties and can only be modified by mutual written agreement of the parties. Agency's use of the services under this Agreement is not acceptance of any additional terms or conditions. The parties agree this is a non-exclusive agreement.

- 17.9. Hedgerow is not an employee, partner, agent, or representative of the Agency. Hedgerow is an independent contractor.
- 17.10. Hedgerow agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.

18. Dispute Resolution

- 18.1. Any dispute that cannot be resolved by the parties will be resolved with a three-step dispute resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith; (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then; (c) the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreeable arbitrator located in the United States.
- 18.2. In the event litigation is required by either party to enforce the terms and conditions of this Agreement, the prevailing party shall be reimbursed attorney fees, expert witness costs, and court costs by the party prevailed upon to the extent so ordered by the court.

19. Notice

- 19.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Hedgerow Software US, Inc.:

Attention:
John Dodson
Chief Financial Officer

Suite 210
700 Van Ness Avenue
Fresno CA 93721

Phone: (559) 960-3437

Email: johndodson@hedgerowsoftware.com

For Agency:

Attention:
Jeffrey Warren, REHS
Director

County of El Dorado
2850 Fairlane Court
Bldg. C
Placerville, CA 95667

Phone: (530) 621-7628

Email: jeffrey.warren@edcgov.us

With copy to:

Attention:
Michele Weimer
Procurement and Contracts

County of El Dorado
330 Fair Lane
Bldg. A
Placerville, CA 95667



20. Acceptance

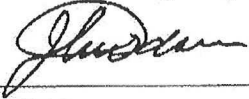
Hedgerow and Agency have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

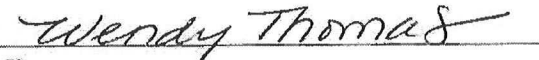
Hedgerow Software US, Inc.

County of El Dorado

By its authorized signatory:

By its authorized signatory:


Signature


Signature

John Dodson

Wendy Thomas

Name

Name

Chief Financial Officer

Chair, Board of Supervisors

Title

Title

August 21, 2024

9/10/2024

Date

Date

ADDRESS:

ADDRESS:

Suite 210
700 Van Ness Avenue
Fresno CA 93721

330 Fair Lane
Placerville, CA 95667

Appendix A. Modifications to Standard Terms and Conditions

A new **Section 4.4** is inserted as:

4.4.1 Security Incident or Data Breach Notification: Hedgerow shall inform the Agency of any security incident or data breach.

- a. **Security Incident Response:** Hedgerow may have the need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Agency should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.
- b. **Security Incident Reporting Requirements:** Hedgerow shall report a security incident to the appropriate Agency identified contact immediately as defined in the SLA.
- c. **Breach Reporting Requirements:** If Hedgerow has actual knowledge of a confirmed data breach that affects the security of any Agency content that is subject to applicable data breach notification law, Hedgerow shall (1) promptly notify the appropriate Agency identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

4.4.2 Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of Hedgerow.

- a. Hedgerow, unless stipulated otherwise, shall immediately notify the appropriate Agency identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. Hedgerow, unless stipulated otherwise, shall promptly notify the appropriate Agency identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. Hedgerow shall (1) cooperate with the Agency as reasonably requested by the Agency to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of Hedgerow's breach of its contract obligation to encrypt personal data or otherwise prevent its release, Hedgerow shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/ person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute³⁴ at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Hedgerow based on root cause; all [(1) through (5)] subject to this Agreement's limitation of liability.

Appendix A. Modifications to Standard Terms and Conditions

Section 5.3 is deleted in its entirety.

A new Section 5.6 is inserted as:

The total amount of this Agreement shall not exceed \$350,000 inclusive of all costs, taxes, and expenses.

Section 14.2 is replaced with:

Agency may terminate this Agreement before the end of the term identified in Appendix B. Dates and Term by written notice to Hedgerow. Such notice shall contain an effective termination date ("Termination Date"). Agency will pay for satisfactory services rendered before the Termination Date; and for any other services that Agency agrees in writing to be necessary for contract resolution. In no event, however, shall Agency be obligated to pay more than the total amount of the Agreement. Unless mutually extended, Agency shall discontinue use of all Hedgerow services, including use of Licensed Materials, as of the Termination Date.

A new Section 17.11 is inserted as:

The Agency Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

A new Section 17.12 is inserted as:

17.12.1 Hedgerow was selected as the provisioning vendor to Agency as a result Agency's Environmental Health/Air Quality Permit and Data Management Software Solution Request for Proposals #24-0033 for the provision of a licensed software solution, data conversion and migration. Hedgerow and Agency wish to make the terms and conditions of this Agreement available to other agencies ("Participating Agencies or Agency, singular"). Hedgerow will offer an agreement, substantially in the form of this Agreement, to Participating Agencies subject to the terms and conditions of this Section 17.12.

17.12.2 Agency offers no guarantee of usage by a Participating Agency. Agency shall not be responsible for any Participating Agency's failure to execute an agreement with Hedgerow, or for the breach of an agreement between Participating Agency and Hedgerow. Agency shall not be a party to negotiations, agreements, or any transactions, between Participating Agency and Hedgerow. Participating Agency and Hedgerow will provide assurances to Agency that Agency will have no liability, financially or operationally; and that Agency will be indemnified by Hedgerow for any claim made by Participating Agency or Hedgerow against Agency.

A new Section 17.13 is inserted as:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Hedgerow shall complete and sign the attached Appendix A, Exhibit A, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof, regarding campaign contributions by Hedgerow, if any, to any officer of Agency.

Section 18.1 is replaced with:

Any dispute that cannot be resolved by the parties will be resolved with a three-step resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith; (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then; (c) the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreeable arbitrator located in the Sacramento region.

Hedgerow Software US, Inc.

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is Hedgerow's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

August 21, 2024

Date

Hedgerow Software US, Inc.

Type or write name of company



Signature of authorized individual

John Dodson

Type or write name of authorized individual

Appendix B. Dates and Term

Agency Fiscal Year ends June 30.

Effective Date is the date it is signed by Agency in *Section 20. Acceptance*.

Initial Recurring Fees Billing Date is the earlier of six (6) months from the Effective Date or Go-Live.

Invoicing for Agency's recurring fees will begin at Initial Recurring Fees Billing Date, with the first License Fees invoice prorated to the end of the first billing cycle as selected in *Appendix D.3. Billing and Payment Schedule*.

The Initial Term begins with the Effective Date and ends five (5) full fiscal years after Agency's Initial Recurring Fees Billing Date.

In the event the Agreement is not terminated as provided for in the Agreement, before the expiry of the Initial Term, or any successive term, and neither party notifies the other party of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then current term, the Agreement shall automatically renew for successive one (1) year terms on the same conditions in effect during the then current term, with the exception of price increases as allowed in Appendix C.2.6. Option to Increase Prices.

Appendix C. Prices

All Prices are listed in US Dollars and are exclusive of any applicable taxes.

C.1 Professional Services Fees

Billable Services listed in Agreement *Section 8. Billable Services* will require authorization through a Work Order and be billable at Hedgerow's prevailing professional services rate. Current professional services rates are as follows:

Billable Service Item	Hourly Rate	Daily Rate
Project Management	\$ 200.00	\$ 1,600.00
Custom Development, including Report Development	\$ 200.00	\$ 1,600.00
All Other Staff Resources	\$ 150.00	\$ 1,200.00

The professional services rate may be increased annually, and Hedgerow will notify Agency of the increase at least (60) days prior to it taking effect.

C.2 Licensing and Support Pricing

All Licensing and Support pricing is in the form of an annual recurring charge.

C.2.1 Licensed Programs Fees

License and Support Fees for the Licensed Programs are:

Licensed Programs Fees	Quarterly Rate	Annual Rate
Hedgehog (per FTE)	\$ 450.00	\$ 1,800.00
Hedgehog Portal (including online billing and payment processing)	\$ 2,225.00	\$ 8,900.00
Hedgehog CERS eXchange (each)	\$ 875.00	\$ 3,500.00

C.2.2 Additional Languages Fees

Hedgerow includes the Licensed Products in ENG-US. Additional language formats can be added.

Additional Language Fees	Quarterly Rate	Annual Rate
Additional Language – French (per FTE)	\$ 90.00	\$ 360.00
Additional Language – Spanish (per FTE)	\$ 90.00	\$ 360.00

C.2.3 Interface Maintenance Fees

Hedgerow offers the billable option of custom interface development from the Licensed Programs to third-party applications. From time-to-time, these applications can change their data structure and access methodologies, causing the interface to break. Interface maintenance fees cover the costs associated with maintaining these interfaces to ensure proper operations with the Licensed Programs.

Note that Hedgerow will assist where they can with third-party vendors, however, Agency is ultimately responsible for the third-party applications. If an additional license is required from the third-party vendor for Hedgerow to test the interface/integration, Agency will be solely responsible for purchase and maintenance of the third-party license costs.

Interface Maintenance Fees	Quarterly Rate	Annual Rate
N/A	\$ 0.00	\$ 0.00
N/A	\$ 0.00	\$ 0.00
N/A	\$ 0.00	\$ 0.00

C.2.4 Licensed Programs Hosting Fees

Hedgehog and Hedgehog Portal can be completely hosted by Agency or hosted in an MS Azure™ cloud-based environment if Agency so chooses. Licensed Programs Hosting is in the form of an annual recurring charge that includes support and maintenance of all servers, networking equipment and the Licensed Programs themselves. The following fees apply when Agency chooses a Hedgerow-hosted option:

Licensed Programs Hosting Fees	Quarterly Rate	Annual Rate
Licensed Programs Hosting Fee	\$ 3,000.00	\$ 12,000.00
Additional Environments (per Environment)	\$ 900.00	\$ 3,600.00
Additional Storage (per 1 TB)	\$ 100.00	\$ 400.00
High Availability Failover Service	\$ 1,500.00	\$ 6,000.00
Additional ACU level & increased RAM (per level)	\$ 1,200.00	\$ 4,800.00
Additional DTU level (per level)	\$ 1,500.00	\$ 6,000.00

C.2.5 Source Code Escrow Fees

Hedgerow offers the billable option of Escrow for the Licensed Programs Source Code.

Source Code Escrow Fees	Quarterly Rate	Annual Rate
Source Code Escrow Service	\$ 1,500.00	\$ 6,000.00

C.2.6 Option to Increase Prices

At the end of Agency's then current term, Hedgerow has the option to increase prices for the successive term upon at least ninety (90) days' prior notice to Agency.

Appendix D. Licensed Programs and Payment Terms

D.1 Number of Inspectors and Supervisors

Hedgehog annual license and support fees are based on FTEs.

Agency agrees to report, and pay for, additional FTEs as they are added to Hedgehog at Hedgerow's then prevailing rates.

Number of FTEs: 20

D.2 Licensed Programs and Recurring Fees

The following Licensed Programs included in this Agreement and their recurring fees are:

Item	# of Units	Quarterly Cost	Annual Cost
Licensed Programs Fees			
X Hedgehog (per FTE)	20	\$ 9,000.00	\$ 36,000.00
X Hedgehog Portal (including online billing and payment processing)	1	\$ 2,225.00	\$ 8,900.00
X Hedgehog CERS eXchange	1	\$ 875.00	\$ 3,500.00
Additional Language Fees			
Additional Language – French	0	\$ 0.00	\$ 0.00
Additional Language – Spanish	0	\$ 0.00	\$ 0.00
Interface Maintenance Fees			
N/A	0	\$ 0.00	\$ 0.00
N/A	0	\$ 0.00	\$ 0.00
N/A	0	\$ 0.00	\$ 0.00
Licensed Programs Hosting Fees			
Licensed Programs Hosting Fee	0	\$ 0.00	\$ 0.00
Additional Environments (per Environment)	0	\$ 0.00	\$ 0.00
Additional Storage (per 1 TB)	0	\$ 0.00	\$ 0.00
High Availability Failover Service	0	\$ 0.00	\$ 0.00
Additional ACU level & increased RAM (per level)	0	\$ 0.00	\$ 0.00
Additional DTU level (per level)	0	\$ 0.00	\$ 0.00
Source Code Escrow Fees			
Source Code Escrow Agreement	0	\$ 0.00	\$ 0.00
Total		\$ 12,100.00	\$ 48,400.00

D.3 Billing and Payment Schedule

Recurring Fees in *Section D.1. Number of Inspectors and Supervisors* are invoiced, due and payable in advance of the Billing Cycle selected.

Recurring Fees Billing Cycle	
X	Quarterly
	Semi-Annually
	Annually

All invoices are payable net forty-five (45) days.

Recurring fees payable at Go-Live for the initial term will be prorated to reflect the period from Go-Live to the last day of Agency's then current quarter or year as specified by the Recurring Fees Billing Cycle. Second and successive years' recurring fees will be payable in advance each full fiscal year thereafter for the term of the Agreement.

D.4 Agency Taxes

Agency will notify Hedgerow of a change in the Rate.

Tax (if applicable)	Rate	Exempt	Exemption Number
N/A	.00 %		N/A
N/A	.00 %		N/A

Appendix E. Cloud Hosting Service Level Agreement (SLA)

E.1 Hosting Particulars

Agency has chosen to deploy Licensed Programs in a Microsoft® Azure® cloud-based environment. The Agency will receive the following as part of the application hosting fees:

Data Center	<p>Agency Data will be hosted in an Azure® private cloud environment in a tier 1 data center in the United States.</p> <p>The data center is a secure 24/7 manned onsite network operations site staffed with professional security officers, equipped with biometric access controls, monitored by extensive video surveillance, and restricted to only authorized representatives.</p>
App Service	<p>One (1) Production and One (1) UAT Hedgehog application will reside within a single App Service Plan with a public IP address.</p> <p>Network and storage will be fully isolated with the Agency's own subnet, private IP range, and specific Domain Name Server (DNS) to ensure absolute separation from other Azure® Agencies.</p> <p>One (1) Hedgehog Portal application will reside within the same App Service Plan, with its own unique public IP address.</p>
Database(s)	<p>Hedgehog Database, Hedgehog Portal, and Hedgehog Disclosure Site</p> <p>One (1) Production, one (1) User Acceptance Testing/ Testing (UAT) Hedgehog database, and one (1) Hedgehog Portal Disclosure Site will reside within a single Microsoft® Azure SQL Server.</p>
Azure Storage	<p>1 TB of storage is included in application hosting fees for data and attachments. If needed, additional disk space can be acquired in 1 TB units for an additional monthly fee.</p>
Availability	<p>Hosting site availability targets for the Production environment are:</p> <p>99.95% Network Uptime 99.95% Server Uptime 99.95% Application Availability</p> <p>If downtime is required for after-hours maintenance, an email notification will be sent to the Agency with a minimum 24-hour notice unless emergency escalation is required. If the maintenance timing is not convenient for Agency, Hedgerow and Agency will attempt to find a mutually agreeable time. Email details will include:</p> <ul style="list-style-type: none">• Reason for the downtime.• Date and time of downtime.• Expected duration.

Security / Privacy	All data passed to/from the Azure® cloud environment is encrypted during transmission.
Virtual Machine (VM) Backup	Azure® performs a full weekly backup and a daily incremental backup of Agency's virtual machines (VMs). Backups are stored in the Azure® Recovery Services vault.
Database Backup	Automated daily backup of Agency database is performed, and backup is stored on the database server.
Backup Retention	All backups retained for 14 days.
Patches and Upgrades	Hedgerow will notify Agency of all releases via email. Hedgerow staff will coordinate with designated Agency staff to determine the timeframe for the release to be applied to Agency's Azure® environments.
Access Control	<p>Designated Hedgerow staff will have secure, authenticated access to Agency's Azure® servers. These designated staff members will request written permission from the Agency to access the Agency's Azure® servers which may be necessary from time to time for the following reasons:</p> <ul style="list-style-type: none">• General server maintenance.• General database administration.• Performance, usage and/or security monitoring.• Licensed Programs patches and upgrades.• General troubleshooting. <p>Hedgerow is notified via email of all log-in attempts to Agency's VM(s).</p>
System Monitoring	<p>24/7 monitoring of the Agency's Azure® cloud environment is provided.</p> <p>Hedgerow has rotating on-call staff to provide emergency after hours support related to Agency's Azure® cloud environment.</p> <p>Designated Hedgerow staff receive email notifications for all server log in attempts.</p> <p>Hedgerow will make Azure® activity logs available to Agency upon request.</p>

E.2 Hosting Incident Reporting & Response

Agencies can report incidents to Hedgerow via phone, email or the Customer Support Portal. Support categories for Agency-reported hosting incidents are as follows:

Level	Problem Description	Best Method of Contact
Category 1	System Crisis: Production environment is inaccessible.	Phone (or Portal)
Category 2	System Problem: UAT environment is inaccessible during standard support hours.	Phone (or Portal)
Category 3	System Concern: All environments are accessible; however, a degradation of service is noticeable on a platform that meets the posted Hedgerow minimum hardware and software requirements (e.g., system running slow). <i>Note: This issue may be Agency initiated.</i>	Portal
Category 4	System Issue: All environments are accessible and day-to-day work is not affected. Environment(s) require service outside of general maintenance (e.g., operating system patch).	Portal

Expected response times to each Category are as follows:

Level	Expected Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal or Agency has called the emergency support number. Preliminary analysis of problem. Incident update email or phone call to Agency.
	30 Minutes	Incident update email or phone call to Agency.
	45 Minutes	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 2	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Incident update email or phone call to Agency.
	2 Hours	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 3	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 4	1 Hour	Ticket logged in Customer Support Portal.



Work Order

Hedgehog Implementation Project

County of El Dorado
Environmental Management Department

Project Code:	WO-COED-2024-01
Presented Date:	May 9, 2024
Date Revised:	May 9, 2024
Revision:	1.0

Microsoft Partner

Silver Application Development

Hedgerow Software US, Inc.

#8832
SLA

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OVERVIEW

1. Introduction

This document ("Work Order"), made as of the Effective Date, outlines the work that Hedgerow Software US, Inc. ("Hedgerow") will perform for a successful implementation of the Licensed Programs for County of El Dorado ("Agency").

This Work Order documents the services, resources, methodologies, and deliverables that Hedgerow will provide as part of this implementation project, along with all associated costs, and ensures that Agency will successfully be able to use Licensed Programs in their day-to-day production work environment at the conclusion of the project.

Information contained under the *Standard Implementation Project* section provides general static information regarding a typical Hedgehog Application Suite Implementation Project. Information contained in the *Appendices* section provides information that is specific to Agency for this Implementation Project.

Agency can include any modifications to the standard terms and conditions in *Appendix A – Modifications to Standard Terms and Conditions*.

In the event of a conflict between the main body of the Work Order and an Appendix to the Work Order, the terms of the Appendix shall prevail.

2. Document Revision History

All changes to this document must be summarized in this section by a Hedgerow representative.

Date	Rev	Description	Author
09-May-2024	1.0	Initial draft.	Neil Grinwis

3. Definitions

These definitions are in addition to any definitions contained in section 1 – *Definitions* of the LSA. In the event of a discrepancy between the Work Order and the LSA, the terms in the LSA shall prevail.

Term	Definition
Application Administrator	A User who has access to the control panel in Hedgehog for the purposes of configuring Models.
Approval Authority	The person or person(s) who is authorized to approve all work on behalf of the Agency.
Change Request	A formal proposal for an alteration to the Project Scope when there is an expectation that the change will result in unplanned costs to one of the project participants or will affect the project schedule.
Converted Database	Hedgehog database(s) that contain the relevant, In-Scope data from the Legacy Database migrated over.
Effective Date	Date that the Work Order was accepted and signed in the <i>Acceptance</i> section of <i>Appendix C – Approval</i> .
Go-Live	Point in time when Agency data is being used for production purposes and Agency is operational for day-to-day use.
Hedgehog Application Suite	The suite of Hedgerow environmental health applications consisting of the Hedgehog Client, Hedgehog Server, Hedgehog Mobile, Hedgehog eXchange, Hedgehog Portal, and Hedgehog Disclosure Site.
In-Scope	To be considered as part of the project. Part of the Statement of Work.
Legacy Database	The structured set of data, typically in a table format, that holds the data in the Legacy System.
Legacy System	The Agency's existing, potentially outdated, computer systems or application software that are being used to manage their day-to-day Environmental Health business processes.
LSA	The License and Support Agreement that accompanies this Work Order and is intended to be duly executed between Hedgerow and Agency.
Model	In the Licensed Programs, Models are a collection of related code tables, sometimes referred to as master tables.
Officer	General, collective term that includes Public Health Inspectors, Environmental Health Officers, Registered Sanitarians, Drinking Water Officers, Licensing Officers, etc.
Out of Scope	Anything that falls outside the agreed-upon boundaries as documented in this Work Order. This includes additional tasks, changes in requirements or deadlines, and anything that is not explicitly mentioned in the Statement of Work. A Change Request is required to bring any item that is Out of Scope, In-Scope.
PCI Compliant	PCI compliant means that any company or organization that accepts, transmits, or stores the private data of cardholders is compliant with the various security measures outlined by the PCI Security Standard Council to ensure that the data is kept safe and private.

Term	Definition
Project Scope	A component of project implementation that helps determine goals, constraints, workflow management strategies, tasks, and deliverables. Project Scope is based on the Statement of Work.
Statement of Work	The agreed upon, and documented, terms between Hedgerow and Agency that summarizes the tasks, work performance, deadlines, and duties teams involved in the project can complete.
Sign-off	Sign-off is the process where the Agency's Approval Authority provides a signature to accept and close a project deliverable. Electronic signature and/or email are acceptable.
SOW	See Statement of Work.
SRS	Software Requirement Specification. A document that describes the requirements for an interface and/or enhancement to the Licensed Materials.
UAT	User Acceptance Testing. The environment configured to allow the Agency to test the Licensed Programs.
User	Any person who has a login name and password to use the Licensed Programs.
Work Order	A statement of work which outlines the objectives, costs and deliverables of completing a set of objectives.
Workflow	A collection or sequence of tasks or processes through which a piece of work passes from initiation to completion.

STANDARD IMPLEMENTATION PROJECT

This section outlines the standard services provided by Hedgerow, along with the assumptions, and the expectations for a successful Licensed Programs implementation project.

Implementation is the process of project management, application deployment, business analysis, configuration, conversion, acceptance testing and Go-Live so that Agency can utilize the Licensed Programs for their day-to-day work.

All Agency-specific implementation project details can be found in the Appendices of this Work Order.

4. Project Management

The Hedgerow Project Manager (PM) will be responsible for coordinating all project resources and stakeholders, facilitating meetings, routing project documentation for review and approval, communications, and project logistics. All Hedgerow resources required for this project are accountable to the Hedgerow PM.

Hedgerow uses Microsoft Teamwork and Microsoft Project software for project planning. The SOW will act as the premise for the creation of the project plan and drive the product and service deliverables. The project plan will act as the basis for all tasks involved in the Implementation Project from start to finish.

A Project Implementation Plan including project tasks, project milestones and project timelines will be provided and agreed upon by both Agency and Hedgerow at the commencement of the implementation project.

5. Project Team

The following outlines the roles and responsibilities for both Hedgerow and Agency. Failure to provide any project role by either party may place the project at risk. Note that one person may fulfill multiple project roles within Hedgerow or Agency.

5.1. Hedgerow Roles and Responsibilities

As part of every Licensed Programs implementation, Hedgerow provides a professional, knowledgeable project team. All Hedgerow employees are cross trained in various project disciplines to maximize their exposure and understanding of the various aspects of the implementation projects...

Role	Responsibilities
Project Manager (PM)	<ul style="list-style-type: none">• All Hedgerow resources will be accountable to the PM.• Coordinate project resources and stakeholders.• Facilitate all remote meetings.• Route project documentation for review and approval.• All project communication.• Brings project to a successful close, on time and on budget.
Business Analyst (BA)	<ul style="list-style-type: none">• Gather and analyze Agency requirements for inclusion in the Licensed Programs.• Understand Agency structure, policies, and operations.• Document requirements.• Make recommendations to the various project team members.• Assist Hedgerow PM with project status reports.

Role	Responsibilities
Data Conversion Specialist (DCS)	<ul style="list-style-type: none"> Document the data sets required for conversion and/or migration from the Legacy Database(s) into the Converted Database. Create and maintain the Data Conversion Plan. Convert and/or migrate the data. Validate that the conversion was correct and accurate.
Trainer	<ul style="list-style-type: none"> Responsible for planning, developing, and delivering training to meet Agency business requirements.
Quality Assurance (QA) Specialists	<ul style="list-style-type: none"> Responsible for testing the installation and configuration of the Licensed Programs and hosting sites. Work with Software Developers to test and analyze the application and any interfaces during development (if required).
Application Support Analyst/ IT Specialist (ASA)	<ul style="list-style-type: none"> Manage the Azure cloud-hosted environment necessary to achieve desired goals.

5.2. Agency Roles and Responsibilities

Agency will be responsible for furnishing equipment, materials, and facilities for their own project team members. Agency project team roles and responsibilities for this project are as follows:

Role	Responsibilities
Project Manager (PM)	<ul style="list-style-type: none"> Understands Agency goals and objectives. Responsible for all issue resolution. Has a thorough understanding of Agency operations and workflows. Communicates directly with Hedgerow PM. Assists Hedgerow PM with training support materials. Participates in all activities outlined in the SOW. Responsible for providing third-party documentation of Legacy System, including any interfaces (if required). Obtains approval and signature on all required documents that require Sign-off. Coordinates Agency Subject Matter Experts (SMEs).
Department/Program Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Has thorough knowledge of Agency business practices, policies, and workflows. Defines configuration requirements for each Program Area and/or functional business area. Participates in UAT. Participates in final acceptance review. Act as Agency trainer for train-the-trainer implementation.
IT Specialist	<ul style="list-style-type: none"> Assist with technical/networking activities. Assist with Licensed Programs installation.
Database Administrator (DBA)	<ul style="list-style-type: none"> Has thorough knowledge of MS SQL Server. Assist with data conversion requests. Fulfill on-going role of Hedgehog DBA (if internally hosted).
Application Administrator (AppAdmin)	<ul style="list-style-type: none"> Support on-going Licensed Programs operations. Assist with Licensed Programs configuration and administration.

6. Project Tasks

The table below is a sample project schedule and outlines the high-level tasks involved in a standard Licensed Programs implementation project, along with the typical resource requirements from both Hedgerow and Agency. Note that some tasks may not be required for Agency's particular implementation project, and several tasks are done concurrently.

Task	Required from Hedgerow	Required from Agency
Project Commencement	<ul style="list-style-type: none">• Full Project Team	<ul style="list-style-type: none">• Full Project Team
Business Analysis & Configuration	<ul style="list-style-type: none">• PM• BA	<ul style="list-style-type: none">• PM• SME(s)
Establish & Review Technical Environment	<ul style="list-style-type: none">• PM• ASA	<ul style="list-style-type: none">• PM• Network Specialist/DBA
Hedgehog Disclosure Site Setup & Configuration	<ul style="list-style-type: none">• PM• BA• Developer(s)	<ul style="list-style-type: none">• PM• SME(s)
Hedgehog Portal Needs Analysis & Configuration	<ul style="list-style-type: none">• PM• BA	<ul style="list-style-type: none">• PM• SME(s)
Data Conversion from Legacy System	<ul style="list-style-type: none">• PM• BA• DCS	<ul style="list-style-type: none">• PM• SME(s)
Custom Development	<ul style="list-style-type: none">• Developer(s)• QA	<ul style="list-style-type: none">• SME(s)
Training	<ul style="list-style-type: none">• Trainer	<ul style="list-style-type: none">• SME(s)• IT Specialists• AppAdmin(s)
Model Translations	<ul style="list-style-type: none">• PM• BA	<ul style="list-style-type: none">• PM• Bilingual SME(s)• Bilingual AppAdmin(s)
UAT Testing	<ul style="list-style-type: none">• PM• BA	<ul style="list-style-type: none">• Full Project Team
Final Testing	<ul style="list-style-type: none">• PM• BA	<ul style="list-style-type: none">• Full Project Team
Go-Live	<ul style="list-style-type: none">• Full Project Team• Support	<ul style="list-style-type: none">• Full Project Team

Hedgerow PM and BA will work with Agency to document and confirm requirements for the project. As requirements are documented and configuration begins, Agency will be able to view ongoing progress as all data is placed online in a secure site for Agency verification.

7. Risk Management

The following issues have been encountered on other Licensed Programs implementation projects are known to cause project delays, and in some cases, cause the project to miss the target Go-Live date.

Item	Issue
Delayed Sign-off	Many of the project tasks require Agency Sign-off. Typically, Sign-off should not exceed the date given in the Project Plan.
Lack of Specifications	Failure to provide the specifications with the proper level of detail can greatly affect the project timelines. Required interfaces without sufficient detail to allow integration should be avoided if possible.
Inappropriate Resources	Agency is expected to provide the appropriate resources to review the articles produced during the project. For example, Agency staff who work with the Legacy System and are familiar with the data should be reviewing converted data in the UAT and documenting any anomalies.
Lack of Resources	Agency is expected to provide sufficient resources to ensure project success. For example, having the appropriate SMEs available at the stage indicated in the Project Plan. Another example is having staff available to review the converted data.

8. Change Management

Changes that impact the Project Scope require a Change Request and can be initiated by Agency or Hedgerow. The initiator of the Change Request will transcribe the relevant information onto a Change Control Form, a copy of which can be provided upon request.

The Change Request is reviewed and evaluated by the Hedgerow PM regarding technical implications, requirements, costs, and impact on project timeline. The Hedgerow PM will then prepare and deliver a Work Order to Agency for approval that documents the required changes. Work Orders must be signed by both Hedgerow and Agency Approval Authority prior to any work on the Change Request being scheduled. If accepted, the project plan is modified to accommodate the Change Request.

Evaluation of Change Requests is deemed a non-billable service, to a limit of 2 hours. Should the evaluation exceed 2 hours, the Hedgerow PM will seek authorization from the Agency Approval Authority prior to proceeding.

9. Configuration

Much of the initial Licensed Programs configuration is a by-product of the business analysis. The Hedgerow PM and BA will gather the requirements and preload the Licensed Programs Models for use in the Data Conversion and Migration step. Should your Agency wish to utilize Models from a neighboring Agency, the Hedgerow PM and BA will arrange to have the models integrated into your Converted Database as a starting point. Agency can then work with Hedgerow Project Team members to tweak and update the configuration to meet the SOW.

Once the UAT environment is configured and available for Agency, configuration can be reviewed for accuracy and completeness and, in the early phases of the project, any anomalies included in the Issue Tracking Log. In the later phases of the project, Agency Application Administrators will be trained on how to maintain all the models. This hands-on training will give them the confidence to tweak any models required in the UAT and allow them to be exported from UAT to be imported into Production.

Introduction of any new Program Areas or Workflows not in the SOW are considered Out of Scope and will require a Change Request.

10. Data Conversion and Migration

If Data Conversion is within the SOW, Agency will need to provide an electronic copy of the Legacy Database to the Hedgerow Data Conversion Specialist (DCS). Data can be provided in any industry-standard format (e.g., SQL, MS Excel, MS Access, XML, txt, csv, etc.). Any documentation that Agency can provide on Legacy Database table structure, record relationships, etc. will also be helpful. Agency is responsible for contacting the Legacy System vendor to gather any required information. Hedgerow Project Team members will not contact Legacy System vendor on Agency's behalf. Failure on Agency's behalf to gather and provide sufficient information to allow the DCS to accurately convert or migrate the Legacy Database in a timely manner may cause project delays and necessitate a Change Request.

Any Legacy Database not mentioned in the SOW is Out of Scope.

10.1. Core Data Conversion

Hedgerow defines a Core Data Conversion (CDC) as a one in which only one record, usually the most recent, for each unique entity within a table or logical container is brought to the Converted Database. In other words, a CDC would include one record for each contact, one record for each facility, etc. A CDC may contain the date of the next scheduled inspection (assuming it is in the Legacy Database), but it will not contain any inspections. CDC are much easier to perform than Historical Data Conversions, and are assumed unless stated otherwise in the SOW.

10.2. Historical Data Conversion

A Historical Data Conversion (HDC) includes, as the name implies, conversion of historical data into the Converted Database. This process is extremely difficult, resource intensive, costly, and potentially error prone, depending on the Legacy Database being converted. It takes much longer to perform an HDC compared to a TDC since the DCS needs to create many more conversion scripts, and the BA needs to create historical Models within the Licensed Programs to line up with the converted historical data. Historical Models are required because your Legacy System did not have all the features of the Licensed Programs, while your new Models will contain much more functionality. HDC must be stated in the SOW.

10.3. Conversion Iterations

Hedgerow provides two trial conversions and one production conversion with each Implementation Project. Hedgerow will request that Agency sends a new copy of their production Legacy Database for each conversion iteration. Agency is required to provide Sign-off in a timely manner on each trial conversion. More than two trial conversion is Out of Scope and will require a billable Change Request.

11. Training

Hedgerow will deliver remote (online) training as follows:

11.1. Information Technology (IT) Training

Information Technology (IT) Training is designed to ensure that Agency's IT department is trained on the proper procedures for installing and maintaining the Licensed Materials (if applicable), the host site integration, and any integrations to third-party applications. Depending on Agency's structure and requirements, this could include Database Administrators, Network Administrators, and Desktop Support Specialists. This course provides the IT department with opportunities to get answers to their technical infrastructure questions in order to develop a roll-out plan that fits their requirements and budget and ensures that your agency experiences a smooth project roll-out.

11.2. Application Administrator Training

The Application Administrator refers to the designated Agency individual(s) who will be responsible for the use and support of the Licensed Materials, new user training, and act as the first line of Agency internal support for Licensed Programs users. The Application Administrator(s) will have thorough knowledge of Agency's business processes and will be trained to configure and maintain Licensed Programs Models.

11.3. End-User Training

End-User training is designed to train those people from Agency who will be using the Licensed Programs workflows on a routine basis. The training is provided in a train-the-trainer format and is targeted to Officers, Managers and Supervisors, Administrative Staff, Application Administrators, and any other Users that will be using the Licensed Programs to input information.

11.4. Hedgehog Report Writer Training

Hedgehog Report Writer training is a two-hour overview of the integrated Hedgehog Report Writer and is provided to the Agency Users that will be creating and maintaining Agency reports. It includes a review of the Hedgehog Report Management Center, along with some Hedgehog Report Writer basics, such as Logo placement, formatting, and data sets. This course is accompanied by a self-paced learning document.

12. Report Customization

Hedgerow will provide Agency with up to 4 hours of minor report customization (e.g., Logo placement, format changes, etc.). Report customization that would exceed the 4-hour limit should be performed by trained Agency staff using the integrated Hedgehog Report Writer. Should Agency require Hedgerow to perform report customizations that exceed the 4-hour time limit, a billable Change Request is required.

13. Custom Development

Custom development that has been identified in the SOW, whether it be custom interfaces, custom integrations, custom reporting, or application enhancements (collectively referred to in this section as "Customization"), are all managed the same way. The Customization requirements are documented by the BA based on the specifications provided by Agency. The BA will create an SRS for each of the Customizations for Agency review and Sign-off. Once the SRS is accepted by Agency, Customizations that require changes to the Licensed Programs are turned into tickets and placed in the development queue for inclusion in an upcoming release. Customizations that do not require changes to the Licensed Programs, such as custom reports, are assigned to an appropriate Project Team member.

Customization development and QA progress will be reported during the project status meetings and once completed, the Customization will be put into the UAT for testing and acceptance.

Please note the following:

- All Customization is considered a Billable Service and will be charged a one-time development fee.
- Changes made to any functionality accepted in an SRS will require a Change Request.
- As per the *Ownership of Work Product* section of the LSA, Hedgerow will retain ownership of all Customizations.

13.1. Custom Interfaces

When the Customization is a custom interface, Agency has added responsibilities. Agency is responsible for gathering all third-party application(s) or database(s) specifications. In addition, Agency is responsible for

the cost of any third-party license(s) required to test the interface in the UAT environment and must provide Hedgerow with account credentials to allow the custom interface to be tested in Development and QA prior to being placed in the UAT. Hedgerow Project Team members will not contact a third-party vendor on Agency's behalf to gather functional and/or technical requirements. Failure on Agency's behalf to gather and provide the appropriate level of information to allow development and QA of the interface in a timely manner may cause project delays and necessitate a Change Request.

13.1.1. Electronic Payment Provider Interface

If Agency intends to use the Licensed Programs for billing and chooses to take advantage of payment processing through an electronic Payment Provider Interface (PPI), Agency can select one of the existing Licensed Programs interfaces at no additional cost, or they can choose to have a new PPI developed on a time-and-materials basis.

Hedgerow only supports widely accepted PCI Compliant merchant/gateway services that are transparent about their offering and development resources. Financial integrations need to directly link via an API to the payment system and at the point of sale, transport the public User to the specific PPI system where the payment interface (i.e., the credit card entry screen) belongs to the third-party. Transaction details (such as amount, account, dates, etc.) are recorded within Hedgehog to allow for reconciliation, however, no credit card information is included. Under no circumstances will Hedgerow entertain the development of an interface to a non-PCI Compliant payment provider.

13.1.2. Other Interfaces

Any other interfaces and/or third-party integrations must be documented in the SOW. Required interfaces and/or third-party integrations that were omitted will require a Change Request.

13.1.3. Maintenance and Support Fees

All custom Interfaces documented in the SOW will be charged a recurring maintenance and support fee in the form of an annual recurring charge as per the LSA. Recurring maintenance fees are used to ensure that the interface(s) continue to work as designed while both the Licensed Programs and the third-party applications or databases evolve. Agency is responsible for informing Hedgerow of any third-party policy and/or API changes for which an interface has been developed.

14. System Deployment

Hedgerow will provide cloud hosting services via Microsoft® Azure®. The Azure® environment offers a secure Tier 1 data center in the contiguous United States. Details of the hosting service are outlined in *Appendix E – Cloud Hosting Service Level Agreement* of the LSA.

In a Hedgerow-hosted deployment, Agency is responsible for providing workstation hardware and third-party software that meets the minimum requirements.

Hedgerow will configure a UAT ("Sandbox") and a Production environment for use during the Implementation Project. These same environments will be used by Agency for the duration of the LSA. Additional environments can be provided at an additional cost.

The hosted environments are necessary for the Implementation Project, so configuration begins on the environments as soon as Hedgerow receives the signed Work Order. Billing for the environments begin at the Work Order Effective Date.

15. Licensed Programs Language

While the Licensed Programs are available in multiple languages, it is assumed that the Licensed Programs will be only be provided in US English unless stated in *Appendix D – Licensed Programs and Payment Terms* of the LSA.

16. Expenses

All meetings between Hedgerow and Agency, and all training sessions, will be conducted online via remote video conference, and no expenses are anticipated unless specifically noted in the SOW.

Should Agency require any Hedgerow Project Team members to be located onsite at Agency facilities, then all expenses will be the responsibility of the Agency and will be billed according to Agency expense and travel guidelines or policies. Expenses are invoiced following the month in which they are incurred.

17. Invoicing Schedule

Invoicing for the In-Scope billable services provided by Hedgerow in this Work Order are tied to project milestones. Should Agency implementation project not include one of the milestones, then that milestone amount will be combined with the next milestone.

“% Due” is the percentage of the Total Project Cost Summary due at the Milestone.

Milestone Completed	Definition	% Due
Project Initiated	Kick-off meeting is completed, and technical environments are configured.	40%
Data Conversion	Data conversion has been validated, and Agency has provided Sign-off.	20%
Portal Configuration	Hedgehog Portal and Hedgehog Disclosure Site have been configured and Agency has provided Sign-off.	20%
Training	All training has been delivered to Agency.	10%
Project Close	Agency is operational for ten (10) consecutive business days.	10%

Recurring fees for the hosted environment are invoiced quarterly until Go-Live. Post Go-Live, they will be invoiced as per the terms stated in *Appendix D – Licensed Programs and Payment Terms* of the LSA.

18. Payment Terms

Terms on all invoices are as stated in *Appendix D – Licensed Programs and Payment Terms* of the LSA.

APPENDICES

Appendix A. Modifications to Standard Terms and Conditions

{Page intentionally left blank for insertion of any Agency specific modifications to standard terms and conditions.}

Appendix B. Statement of Work (SOW)

These items are In-Scope and required as part of this implementation project. Any other products or services other than those expressed in this Work Order or covered by a signed Change Request with a reference to this Work Order, are considered Out-of-Scope.

In-Scope Items	Requirements
Dates	
Target Project Start Date	Upon Execution
Target Go-Live	Approximately seven (7) months after Project Start Date
Dates That Affect Project	None specified.
High-Level Configuration Requirements	
Licensed Programs	<ul style="list-style-type: none">• Hedgehog.• Hedgehog Fields.• Hedgehog Portal, including Hedgehog Citizen Portal.• Hedgehog CERS eXchange.
Languages	US English only
Program Areas	<ul style="list-style-type: none">• Air Quality Management (AQMD).• Food Safety.• Recreational Health (Public Swimming Pools, Spas, Beach Water Quality).• Land Use (Septic, Wells).• CUPA Program (Hazardous Materials and Waste).• Body Art.• Other Miscellaneous and Emerging Programs.
Hedgehog Workflows	As per RFP # 24-0033 Scope of Work: <ul style="list-style-type: none">• Program Management.• Facilities Tracking.• Permitting.• Inspections.• Complaint Reports.• Billing.• Public Records Access.• CERS Two-Way Integration.• Document Storage & Management.• Daily Activity and Time Tracking.• Service Requests.• Inventory Tracking.• Certification Tracking.• Plan Checks.• Robust Reporting Tools.• Remote (online) Payment Tools.• Offline Field Inspections.
Hedgehog Portal Workflows	As per RFP # 24-0033 Scope of Work.

In-Scope Items	Requirements
Hedgehog Disclosure Site	<ul style="list-style-type: none"> • Inspections. • Closures. • Documents. • Permits. • Invoices.
Data Conversion	
Legacy System	EnvisionConnect.
Core Areas for Conversion	None required to meet the project objectives.
Historical Areas for Conversion	<ul style="list-style-type: none"> • Contacts. • Accounts. • Billing (Outstanding Balance Forward). • Facilities. • Inspections. • Permits.
Document Management System	EnvisionConnect.
Custom Development	
Electronic Payment Provider	Point and Pay.
Other Custom Interfaces	None required to meet the project objectives.
Custom Reports	None required to meet the project objectives.
Application Enhancements	None required to meet the project objectives.
Training	
Special Requirements	None required to meet the project objectives.
Other Considerations and Requirements	
	None required to meet the project objectives.

Hedgerow commits to a complete implementation of the Hedgehog software that includes all identified requirements per RFP #24-0033. The Hedgerow solution will conform to the security and technical responses, as well as the functional requirements found in Hedgerow's proposal to Agency's RFP #24-0033 and attached as Exhibit B, marked "Security, Technical, and Function Assessment RFP #24-003" incorporated herein and made by reference a part hereof. All items for which Hedgerow responded "Met with Base Solution" are to be considered "in scope" for the services to be provided at no additional cost.

Agency considers Business Analysis & Configuration and Establish & Review Technical Environment to be key to the success of this project. Agency expects Hedgerow to follow industry best practices for these tasks. Hedgerow commits to complete the Project Management approach as provided in its response to RFP #24-003 and included as Exhibit C, marked "Project Management and Approach" incorporated herein and made reference a part hereof.

Exhibit B - Security, Technical, and Functional Assessment

RFP #24-0033

Requirements	Answer	Comments
Security Fundamentals. The Vendor:		
1. Do you enforce MFA with 100% coverage on ALL privileged users?	Yes	Where applicable. E.g., Azure Resources
2. Do you enforce, and audit the encryption of data in use, transit, and at rest using modern technology (TLS1.2, AES256)?	Yes	Both TLS (most current) and AES256
3. Do you enforce and audit email security? (Gateway)	Yes	
4. Do you regularly apply patches in a timely manner?	Yes	
5. Do you enforce, test, and audit back up and recovery of data and systems?	Yes	
6. Is your data stored only within the US?	No	Hedgerow is a multinational company. Client data is stored in the country in which the client resides (in this case, it will be in USA).
7. Do you regularly enforce and audit access controls?	Yes	
8. Are you compliant with all your legal and regulatory obligations?	Yes	
9. Do you require the use of updated antivirus and anti-malware?	Yes	
A. Company Information. The Vendor:		
1. Will store all EDC confidential data within US - incl. backups.	Yes	
2. Maintains an audit log for the location of all EDC confidential data and their backups, to identify where it is located at any point in time, in order to address compliance requirements.	Yes	
B. Policies, Standards, and Procedures. The Vendor:		
1. Has, and can provide, formal written Information Security Policies that are enforced, assessed, and audited.	Yes	
2. Conducts and can provide results of third-party external Information Security assessments within the past 2 years (SOC2, HITRUST, pen. test, vulnerability assess., etc.).	Yes	Via Microsoft Azure
3. Have you had any breaches or security issues in the past? If yes, what were they and what was the outcome of it? Provide Complete Incident report	No	
4. Has, and regularly tests and audits, incident response policies, plans, and procedures.	Yes	
5. Has, enforces, and regularly assesses AES 256 compliant data protection policy that protects against unauthorised access, storage, use, transmittal, and outlines retention and data destruction.	Yes	
6. Has, enforces, and regularly audits a policy that prohibits sharing of individual accounts and passwords.	Yes	
7. Has a policy implementing, enforcing, and auditing the following Information Security concepts: need to know, least privilege, and checks and balances.	Yes	
8. Performs background checks for individuals handling confidential information.	Yes	
9. Has, enforces, and audits termination or job transfer procedures that immediately protect unauthorised access to information.	Yes	
10. Requires contractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer agreements.	N/A	All functions are performed by in-house employees. Hedgerow does not contract out to
11. Do you have a policy requiring compliance with all Federal, State, and Local regulations.	Yes	
a. What regulations must you comply with?	Yes	HIPAA, PCI, etc.
b. Are you in compliance?	Yes	
12. Maintains a routine user Information Security awareness program.	Yes	

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Exhibit B - Security, Technical, and Functional Assessment

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13. Has a formal routine Information Security risk management program for risk assessments and risk management.	Yes	
C. Network Security. The Vendor:		
1. Do you use updated host and network firewalls, IPS/IDS, and DMZ to protect all networks, systems, and other devices?	Yes	
2. Implements web application firewall protection.	Yes	
3. Implements host firewall protection.	Yes	
4. Implements controls to restrict access to EDC data from other customers.	Yes	
5. Manages and monitors secure access points on its wireless network.	Yes	
D. Application Security. The Vendor:		
1. Uses application development security best practices and audit the application against the OWASP Top 10 Application Security Risks.	Yes	
2. Ensures that application server and database software technologies are kept up-to-date with the latest security patches.	Yes	
3. Performs regular security code reviews as part of their SDLC. (List frequency, methodology, and tools)	Yes	
4. Has and will provide a Software Bill of Materials (SBOM).	Yes	
5. Do you secure development and testing environments with equivalent protections as your production environment using separate physical and logical development, test and production environments and databases?	Yes	
6. Does your application use Artificial Intelligence (ML, LLM, etc.)? If yes, please explain.	No	
E. Configurations. The Vendor:		
1. Has password-protected screen savers that activate automatically to prevent unauthorised access when idle, for computers used by system's support users.	Yes	
2. Disables all default passwords, or similar "published" access codes, and other default settings to harden all operating systems, database management systems, network devices, application packages, and any other commercially produced IT products.	Yes	
3. Requires complex passwords that are never stored in clear text or easily decipherable.	Yes	
4. Authenticates all user access with Multi Factor Authentication	Partial	e.g., Azure Resources
5. Sets the account lockout feature for successive failed logon attempts on all users and systems.	Yes	
6. Formally approves, tests and logs all system changes.	Yes	
7. Does not use production data for both development and testing. Uses artificial data in both development and test environments.	Yes	
F. Monitoring. The Vendor:		
1. Reviews access permissions monthly and removes dormant users from all servers, workstations, files, databases, applications, etc.	Yes	
2. Implements system and network event logging on all servers and records at a minimum who, what, and when for all transactions.	Yes	

Exhibit B - Security, Technical, and Functional Assessment

RFP #24-0033

3. Reviews firewall, server, wireless, and other networking asset logs weekly for possible intrusion attempts and daily for significant changes in log file size as an indicator of compromise.	Yes	
4. Actively manages IDS/IPS systems and alert notifications have been implemented.	Yes	
5. Performs vulnerability scanning at least Monthly, rogue access point scanning quarterly, and penetration testing annually.	Yes	
G. Physical Security. The Vendor:	Answer	Comments
1. Controls access to secure areas. E.g. key distribution management (both physical and electronic), paper/electronic logs, monitoring of facility doors, etc.	Yes	
2. Controls access to server rooms and follows least privilege and need-to-know practices for those facilities.	Yes	
3. Has special safeguards in place for computer rooms. e.g. cipher locks, restricted access, room access log, card swipe access control, etc.	Yes	
4. Shreds or incinerates printed confidential information.	Yes	
5. Prohibits or encrypts and requires password protection for confidential information on laptops, mobile devices, and removable storage media.	Yes	
6. All visitors are escorted in computer rooms and server areas.	Yes	
7. Implements appropriate environmental controls, where possible, to manage equipment risks. E.g. fire safety, temperature, humidity, battery backup, etc.	Yes	
8. Follows forensically secure data destruction processes for confidential data on hard drives, tapes & removable media when it's no longer needed and at the end of the contract term.	Yes	
H. Contingency. The Vendor:	Answer	Comments
1. Has documented emergency procedures and responsibilities that are regularly tested, audited, and stored securely at multiple sites.	Yes	
2. Implements redundancy and high availability for critical functions.	Yes	
3. Has, regularly tests, and audits, written backup procedures and processes that require integrity, redundancy, and high availability.	Yes	
4. Maintains a documented and regularly tested disaster recovery plan.	Yes	
5. Uses off-site storage and has documented and regularly tested retrieval procedures for backups.	Yes	
I. Vendor's Business Associates.	Answer	Comments
1. Confidentiality agreements are signed before proprietary and/or confidential information is disclosed to the vendor's business associates.	Yes	
2. Vendor's business associate contracts, or agreements, are in place and contain appropriate and effective risk coverage for customer requirements.	Yes	
3. Vendor's business associates are aware of customer security policies and what is required of them.	Yes	
4. Vendor's business associate agreements document the agreed transfer of customer's data when the relationship terminates.	Yes	

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Exhibit B - Security, Technical, and Functional Assessment RFP #24-0033

Requirements	Answer	Comments
Technical Specification Section		
Operating system	MS Windows	Server
# of CPU's	Based on Agency Size	Server
Amount of RAM	Minimum 16 GB	Server
# of drives & recommended drive size	Based on Agency Size	Server
List the specific data or drives that must be backed up (nightly) in order to do a full system restore of the application	Full database backup weekly, incremental nightly	Server
Go to the Database section		
Database Section		
Does your application require a MS SQL database?	Yes	Depends on the amount of data, number of Programs, amount of history, etc.
Estimated database size:	10-30 GB	
Can SQL TDE (Transparent Data Encryption) be implemented?	Yes	For MS SQL database administration
Are sysadmin permissions required for any administrative account?	Yes	
Other database requirements?	None	
Network Section		
List any network protocols and ports necessary for this application, e.g., TCP/443, TCP/1433, UDP 1434, etc.	Yes	TCP/443, TCP/1433, other configurable ports (e.g., TaskRunner, reverse proxy, etc.)
Client Section		
Does this system or application require a client to be installed on any user's workstation?	Yes	Just the Hedgehog Windows back office application. Note that Hedgehog includes a Hedgehog Client Launcher (bootstrapper) application for automated updates.
If 'yes', include detailed client installation documentation.		
Are there any special client setup requirements, such as ODBC setup, .NET versions, Java installation, etc.	Included with submission	
Is client access created by Active Directory groups?	Yes	.NET Framework 4.7.2, .NET 8 for Hedgehog-hosted Hedgehog Suite Hedgehog Citizen Portal
Are there multiple permission levels for this system or application?	Optional	
	Yes	Role-based security, field level security, etc.
Support Section		
Will remote access be required for the installation and setup of the system or application?	Answer	Comments
Will remote access be needed at any time after the installation and configuration of the system or application?	No	
For infrequent business hours vendor support, the vendor or EDC vendor contact will be required to create an EDC Helpdesk ticket with time, date and duration stated in the request.	No	
For more frequent or after EDC business hours support, the vendor will be required to submit a request for a named VPN account. EDC required a short security training video and the use of multi-factor (MFA) authentication for access.		
In general, how often is the application updated, for instance annually, quarterly, as-needed, etc.?	Quarterly	

Hedgerow Software US, Inc.

#8832
SLA

Exhibit B - Security, Technical, and Functional Assessment RFP
#24-0033

Please list your support contact information, hours of operation and how a support request is made by the end user or by a member of the EDC IT department.	Documented in detail in the Hedgerow License and Support Agreement (LSA)	Included with submission.
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Exhibit B- Security, Technical, and Functional Assessment RFP
#24-0033

Proposers should indicate whether each requirement listed below is "Met with Base Solution," "Met with Configuration," "Met with Customization/Coding," or "Cannot be met"

Requirement	Met with Base Solution	Met with Configuration	Met with Customization/Coding	Cannot be met	Proposers should indicate (if Cannot be met)
1. The system should allow for a unique identifier, such as a Program Record ID number, that can be assigned to each facility or permitted operation	X				
2. The system should allow for each facility to have a distinct inspector assignment noted	X				
3. The system should allow for a designated administrator to make district assignments and change districts in-house	X				
4. The system should allow for the generation of a list of facilities based on district assignments	X				
5. The system should allow for the creation of new programs in-house, on an as-needed basis.	X				
6. The system should support single sign-on authentication.	X				
7. The system should support security groups of internal reviewers	X				
8. The system should not limit the amount of text for comments	X				
9. The system should allow reports to be exported in pdf format	X				
10. The system should allow responsive web design to allow viewing via mobile or desktop browser	X				
Inspection					
1. The inspection report format should contain a checklist with checkboxes that are tied to a code section	X				
2. The library of code sections can be updated in-house	X				
3. Inspection reports can be transmitted to owner/operator via email upon completion of the report	X				
4. Inspection reports can be automatically uploaded to the database and public facing Read Inspection Report website	X				
5. Mobile access to written guidance documents in the system	X				
6. Ability to send documents to owner/operator from the field	X				
7. Cost recovery fees are generated automatically based on the time entry for second re-inspection/field inspection	X				
Mobile Inspection					

#24-0033

FileMaker Software U.S., Inc.

Exhibit B - Security, Technical, and Functional Assessment RFP
#24-0033

<p>g) Comments or Notes</p> <p>h) Time spent on the activity including travel time</p>	X	X
<p>2. The system must track and record complaints and service requests, including at a minimum:</p> <p>a) Date Received, Assigned, Resolved, Referred</p> <p>b) Related Family, Program, if applicable</p> <p>c) Address of Complaint/Service Site location, APN, Census Tract, GIS Latitude/Longitude, and ability to map and display GIS coordinates of complaint location</p> <p>d) Complainant/Service Name, Business Name, if applicable, Address, Contact/Phone Information</p> <p>e) Property Owner address, Contact/Phone Information of Complaint/Service Site location</p> <p>f) Owner named Business name, Address, Contact/Phone Information</p> <p>g) Employee taking the Complaint/Service</p> <p>h) Employee assigned to Complaint/Service</p> <p>i) Reason for Description of Complaint/Service</p> <p>j) Status of Complaint/Service Activity/Description</p> <p>k) Comments or Notes</p> <p>l) Time spent on the activity, including travel time</p>	X	X
<p>3. The system must track single permits which are approvals issued for one "service". These services would include a review and conduct in inspections.</p> <p>a) Track time spent on the permit, service, approvals</p> <p>b) Ability to add cost recovery fees if the prescribed amount of time is exceeded</p> <p>c) Plus check EMD permits interface with electronic plan review including:</p> <p>i) Consultation</p> <p>ii) Change of Ownership Interpretations</p> <p>iii) Pool plan check</p> <p>iv) Recreational Health plan check</p> <p>v) Septic Systems (aka Onsite Wastewater Systems)</p> <p>vi) Services and Tests associated with Septic Systems such as: Soil Evaluations, percolation tests, and Soil Reviews</p> <p>vii) Well Construction</p> <p>viii) Water Systems</p> <p>ix) Solid Waste Project Review for Proposed Facilities</p> <p>x) Body Art</p>	X	X
<p>4. The system must track and record additional service request information, including at a minimum:</p> <p>a) Plus Check information if applicable</p> <p>b) Contractor/Agent/Certified Professional information, including:</p> <p>i) Certification expiration date</p> <p>ii) License and title or certification</p> <p>iii) Types of certification</p> <p>iv) Service Comments or Notes</p> <p>v) Service Amount Paid (not tied to financials)</p> <p>vi) Receipt Number (not tied to financials)</p> <p>vii) Check Number/Credit Card Number/Cash not tied to financials</p>	X	X
<p>5. The system must allow for complaints and service requests to either be associated with an existing facility or stand on their own with no existing facility</p>	X	
<p>6. The system should have the ability to attach and store photographs, scanned images, documents in a variety of digital file formats (doc, xls, pdf, etc.) to the digital file formats (doc, xls, pdf, etc.) to the system.</p>	X	

#24-0033

Discussion

Exhibit B - Security, Technical, and Functional Assessment RFP
#24-0033

1	The system must generate fees based on program types	X
2	The system must allow EMD staff to change fees such as annual updates	X
3	The system must allow for multiple billing cycles for a facility, aged on 30, 60, 90, 120, 150, 180 days basis	X
4	The system must allow for one debit transaction per program type which must cycle billing entries including inactive facilities and renewal status	X
5	The system must allow designated EMD staff with the ability to edit, delete items for auto charges and penalties prior to posting	X
6	The system must have the ability to accommodate unit rate, no unit, fixed, one-time, prorated, recurring, and discounted charges/fees	X
7	The system must allow for specialized billing charges, penalties, and discounts based on County Fee Ordinances and other mandated requirements, such as organized camp, and Federally Exempt	X
8	The system must allow for hourly charges, with fee per minute billing, and include pending outstanding invoices (or cases)	X
9	The system must age accounts based on oldest "uncollected" debt transaction	X
10	The system should allow a feature for "flagging" accounts for collections based on EMD defined criteria, for example, upon 120 days aged and balance of \$5.01 or more	X
11	The system must allow EMD staff the ability to transfer payments across charges, across months, and across accounts, certain credit balances, by owner and/or account, for example, in the situation where the owner of several encumbrances submits one payment. The system should allow flagging of accounts with a balance due to not renew the permit to operate and alert staff	X
12	The system must allow EMD staff the ability to select certain fee items/transaction to remove/hide prior to billing	X
13	The system must allow EMD staff the ability to selectively post payments, debit adjustments, credit adjustments to specific single charge payment, debit adjustment, credit adjustment items	X
14	The system should allow pooling tracked at line item for EMD staff to view the associated transactions and history of the item	X
15	The system must facilitate open item accounting, where each financial transaction is tied to a debit transaction	X
16	The system must allow for overpayments	X
17	The system must calculate penalties based on the fee balance amount	X
18	The system must allow EMD defined amount of penalties based on facility program type	X

#24-0033

Source and Reports

#24-0033

Automated reports at user-defined frequencies is on Hedgecroft's road map for future development, however, it has not been prioritized as of this response.

Exhibit C

PROJECT MANAGEMENT AND APPROACH

Response Document – Project Management and Approach

Instructions: Please provide the firm's proposed approach and management plan for providing the services described herein.

- Provide a preliminary project plan which identifies the scope of work, project schedule, proposed project milestones, and County's tasks. Identify assumptions made when creating the project plan.
- Clearly outline how work will be organized, delivered, and coordinated with the County. Describe the project management approach for implementing the proposed solution. Identify project management and communication tools that will be used. The contractor must provide a detailed plan for conversion from the present system. This implementation plan must include all work scope required by the County.
- Describe the process or methodology that will be used for providing data migration and data mapping services, system configuration, system implementation, and troubleshooting with the County.
- Provide a recommended training plan. Include descriptions of the training sessions, estimated hours/session, and proposed training schedule for these County user groups: System Administrators, Super Users, County Staff, and Service Desk.
- Describe the Technical Support services that will be provided during implementation and after the project.
- Specifically include the number of staff that your firm will provide to operate the system and the hours required to effectively operate the system in your plan.
- List the information and resources your firm will require from the County. Discuss how involved County staff will need to be in the installation of the system. Include how many staff members will be needed and how many estimated hours the County personnel will be devoted to the implementation. The County reserves the right to accept or reject any and all requests for County-provided resources.
- Provide the personnel available on a daily basis and on an emergency basis if the system fails including any subcontractors.

14. Proposal Introduction

Hedgerow does only one thing: we provide software and services to the regulatory inspection industry. Hedgerow employees are cross trained in multiple roles to provide a broader range of options and depth, and our most successful implementations involve staff performing multiple project roles.

15. Project Scope

15.1. Overview

EMD seeks a partner to provide a software solution that meets its business needs and scales to meet long-term needs. This includes handling internal business workflows, reports and analytics, information security, customer portal functions, full integration with CERS, time tracking, and other requirements described herein. The County estimates approximately thirty-five (35) internal County users to access the system, which is a mix of field inspectors, supervisors, administration, and fiscal staff. The selected solution needs to replace the current data management system, Accela Envision Connect, with a cloud-hosted solution. EMD has identified the following key components that should be included in a proposed solution:

- A robust public facing portal to be able to publish inspection results and provide the ability for customers to complete business activities online, such as paying invoices, providing test results, and viewing inspection results.
- Necessary tools for EMD to maintain compliance with local, state, and federal requirements, and integrate with the California Environmental Reporting System (CERS).
- Availability on mobile and desktop devices.
- Any software that may need to be installed on County workstations must be fully functional as a restricted user.

15.2. Functional Capabilities

The selected solution should contain the following capabilities, at a minimum:

- Program Management
- Facilities Tracking
- Permitting
- Inspections
- Complaint Reports
- Billing
- Public Records Access
- CERS (California Environmental Reporting System) Two-Way Integration
- Document Storage & Management
- Daily Activity and Time Tracking
- Service Requests
- Inventory Tracking
- Certification Tracking
- Plan Checks
- Robust Reporting Tools
- Remote (online) Payment Tools

-
- Offline Field Inspection Module

15.3. Program Areas

The following programs/areas will be included in the implementation project:

- Air Quality Management (AQMD).
- Food Safety.
- Recreational Health (Public Swimming Pools, Spas, Beach Water Quality).
- Land Use (Septic, Wells).
- CUPA Program (Hazardous Materials and Waste)
- Body Art
- Other Miscellaneous and Emerging Programs.

15.4. Services

In addition to the proposed solution, EMD seeks professional services for:

15.4.1. Project Implementation

The successful Proposer must provide all infrastructure, software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement an Environmental Health/Air Quality Permit and Data Management System Software solution as outlined in this RFP. The proposed solution must operate in an environment meeting the County's technical, security and functional requirements for approximately thirty-five (35) users, with a subscription use license.

15.4.2. Data Migration

The successful Proposer will ensure seamless data exchange and integration between the proposed solution and Accela Envision Connect, including the conversion and migration of EMD's historical data into the proposed solution for reporting.

15.4.3. Training

End user training should cover day-to-day use of system. System administration training should include support for ongoing maintenance, software upgrades, new reports/views, interfaces updates, and common issues. Training should include provision of 'in person' training, job aids, user manuals, or any other training activities and materials to sufficiently prepare EMD staff with the necessary knowledge to operate the proposed solution.

15.4.4. Ongoing Support

Provide ongoing support post-production for a period of six (6) months for maintenance, configuration adjustments, and administrator training.

16. Implementation Project Plan



Note:

Hedgerow includes a full set of project documentation with every implementation project. The enclosed project documentation samples were created as a starting point for an implementation project based on similar requirements and Statement of Work as stated in the County's RFP. Actual Project Plans, Timelines, Milestones, etc. will be finalized during the contract negotiation and project initiation stages.

16.1. Project Management

Hedgerow will provide a professional, knowledgeable project team including a dedicated Project Manager (PM) for the purposes of this project. The PM will be responsible for coordinating all project resources and stakeholders, facilitating meetings, routing project documentation for review and approval, communications, and project logistics. All Hedgerow resources required for this project will be accountable to the PM.

Hedgerow uses Microsoft Teamwork and Microsoft Project software for project planning. The Scope of Work (SOW) document, which was provided as part of the County requirements, will act as the premise for the creation of the project plan and drive the product and service deliverables. The project plan will act as the basis for all tasks involved in the implementation project from start to finish.

16.2. Project Tasks and Timelines

16.2.1. Resources Requirements

The table below is a sample project schedule and outlines the high-level tasks involved in a standard Hedgehog Application Suite implementation, along with the typical resource requirements from both Hedgerow and the client. Note that several tasks are done concurrently.

Task Description	Required Resource
Project Commencement	
<ul style="list-style-type: none">Schedule Project Kick-off Meeting.Review Project Resources and Objectives.Conduct Remote Project Kick-off Meeting.Deliver Project Documentation and Customer Support Portal login.	<ul style="list-style-type: none">Hedgerow Project TeamClient Project Team
Remote Business Analysis & Configuration	
<ul style="list-style-type: none">Establish client profile and review business processes.Conduct Needs/Gap Analysis Sessions.Conduct remote configuration and workflow review sessions.Configure Hedgehog models and workflows for all regulated Environmental Health programs included in project scope.	<ul style="list-style-type: none">Hedgerow PMHedgerow BAClient PMClient SMEs

Task Description	Required Resource
<ul style="list-style-type: none"> Client conducts Hedgehog workflow testing based on configuration. 	
Establish & Review Technical Environment	
<ul style="list-style-type: none"> UAT and Production server environment set-up. Deliver Client Launcher Installation Utility. Deliver endpoint to client. 	<ul style="list-style-type: none"> Hedgerow PM Hedgerow ASA Client PM Client Network Specialist/DBA
Hedgehog Disclosure Site Setup & Configuration	
<ul style="list-style-type: none"> Determine Program Areas to be disclosed. Identify requirements around which inspections are to be disclosed, which fields will be exposed, and mapping elements. Determine site update frequency. Review client website formatting/styling. 	<ul style="list-style-type: none"> Hedgerow PM Hedgerow BA Hedgerow DEV Client PM Client SMEs
Hedgehog Portal Needs Analysis, Configuration & Training (if applicable)	
<ul style="list-style-type: none"> Review Portal features that will be utilized by the client. Review client Portal workflows. Introduce client to the Portal configuration tools. Deliver remote Portal Administrator Training. 	<ul style="list-style-type: none"> Hedgerow PM Hedgerow BA Hedgerow DEV Client PM Client SMEs
Data Conversion from Agency Legacy System(s)	
<ul style="list-style-type: none"> Acquire clean, exported database files required for migration from the client's legacy systems. Identify relationship between legacy systems data elements and Hedgehog data elements. Create data conversion scripts. Perform data validation testing. Deliver final converted data. 	<ul style="list-style-type: none"> Hedgerow PM Hedgerow DCS Hedgerow BA Client PM Client SMEs
Custom Development (if applicable)	
<ul style="list-style-type: none"> Custom Report Development. Development of the required interfaces. Other Custom Development. Integration of the client's chosen bank payment processor to the Hedgehog Portal. 	<ul style="list-style-type: none"> Hedgerow Software Developer(s) Hedgerow QA
Training	
<ul style="list-style-type: none"> Deliver custom training curricula. Conduct Remote System Administrator Training. Conduct Remote End-User Training (Train-the-Trainer). Conduct Remote Disclosure Site Administrator Training. Conduct Remote Report Writer Training. 	<ul style="list-style-type: none"> Hedgerow Trainer Client SMEs Client System Administrator(s)
UAT Testing	

Task Description	Required Resource
<ul style="list-style-type: none"> • Ongoing Testing of all configuration and changes. • Testing of any custom report(s), if applicable. • Testing of any interfaces, if applicable. 	<ul style="list-style-type: none"> • Hedgerow PM • Hedgerow BA • All Client Project Team Members
Final Acceptance Testing	
<ul style="list-style-type: none"> • Client to perform a variety of functions and verify their completion without error. • Hedgerow to ensure the tests are thorough, complete, valid and have been properly executed. 	<ul style="list-style-type: none"> • Hedgerow PM • Hedgerow BA • All Client Project Team Members
Go-Live	
<ul style="list-style-type: none"> • Obtain Sign-off from client after Hedgehog has functioned uninterrupted for ten (10) consecutive business days in a production environment. 	<ul style="list-style-type: none"> • All Project Team Members

Hedgerow's Project Manager and Business Analysts will work with the County staff to develop, document, and confirm requirements for the project. As requirements are documented and configuration begins, the County will be able to view ongoing progress as all data is placed online in a secure site for client verification.

Project changes that impact the cost and/or the method of the implementation scope outlined in the Statement of Work (SOW) will be managed through a Change Control Form. Change requests can be initiated by Hedgerow or by the County.

Once documented changes are reviewed by the client's Project Team, the Hedgerow Project Manager will prepare and deliver a Work Order to the client for approval prior to any work being undertaken. The services outlined in the Work Order will not commence until Hedgerow receives client signature.

16.3. Work Breakdown

16.3.1. WBS Dictionary

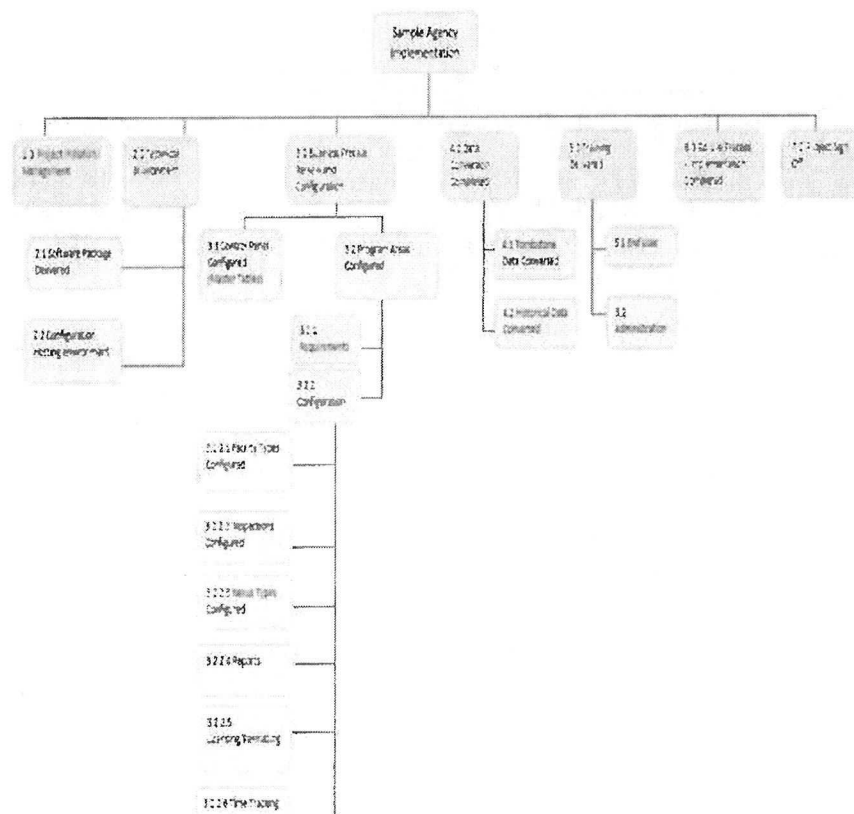
ID	Title	Description
1.0	Project Initiation / Management	Work Package - initial phase of the project includes kick off meeting, project plan development. The initial phase is complete once the package is delivered to Agency and sign off has been given.
2.0	Technical Environment	
2.1	Software Package Delivered	Work Package – Software and installation guides are delivered to the Agency.
2.2	Configuration Hosting environment	Work Package - includes the assistance of the installation of application server in client environment. This will be delivered by a shared Agency / vendor effort.
3.0	Business Process Review and Configuration	
3.1	Control Panel Configured (Master Tables)	Work Package - includes requirement gathering for application usage as well as application configuration and set up. The work package is considered delivered once sign off on correct usage of the master tables have been input.
3.2	Program Area Configured	
3.2.1	Requirements	Work Package – includes Work Sessions will be held between Agency and Hedgerow to gather requirements for sections 3.2.2.1 to 3.2.2.6. The work package is complete when all requirements have been gathered and the Program Area has been configured and Agency sign off has been received.
3.2.2	Configuration	
3.2.2.1	Facility Types Configured	Work Package – includes Work Sessions will be held between Agency and Hedgerow requirements gathering to determine what types of facilities. The work package is complete when all facility types for the Program Areas have been configured and fields have been defined and set up in the application. The work package is considered completed when the configuration has been completed and Agency sign off has been received
3.2.2.2	Inspections Configured	Work Package – Based upon section 3.2.1 Requirements, the inspection models, risk, hazard rating are configured. The work package is considered completed when the configuration has been completed and Agency sign off has been received.
3.2.2.3	Nexus Types Configured	Work Package – includes workflows that are not routinely scheduled like compliance inspections. This includes Foodborne Illness investigations, Service Requests, Complaints, Applications, Enforcement workflows, etc. The

ID	Title	Description
		work package is considered completed when the configuration has been completed and Agency sign off has been received.
3.2.2.4	Reports	Work Package – includes all configuration of Agency output reports as specified in the Statement of Work. The work package is considered completed when the configuration has been completed and Agency sign off has been received.
3.2.2.5	Licensing/Permitting	Work Package – includes all configuration for billing setup and permitting which includes both manual and automated billing runs. The work package is considered completed when the configuration has been completed and Agency sign off has been received.
3.2.2.6	Time Tracking	Work Package – includes all configuration for Agency Service Provider time tracking entry. This includes both manual input and triggered time entries. The work package is considered completed when the configuration has been completed and Agency sign off has been received.
4.0	Data Conversion Completed	
4.1	Tombstone Data Converted	Work Package - includes documenting data mapping and the creation of SQL scripts to move legacy data from other databases, spreadsheets, or text files into the configured application. Tombstone Data includes Facilities, Contacts, Accounts, balance forward only. Work Package is considered completed when all Tombstone data has been converted into Hedgehog, Agency has validated that the data has been correctly converted and Agency Sign-off has been received.
4.2	Historical Data Converted	Work Package - includes documenting data mapping and the creation of Sequel scripts to move legacy data from other databases, spreadsheets, or text files into the configured the configured application. Historical Data includes historical records for inspection, septic, Nexus (see 3.2.2.3) etc. Work Package is considered completed when all Historical data has been converted into Hedgehog, Agency has validated that the data has been correctly converted and Agency Sign-off has been received.
5.0	Training Delivered	
5.1	End User	Work Package - includes custom end user training documentation and delivery for the audience who will be using the application on a day-to-day basis.
5.2	Administration	Work Package - Includes in depth training on the application set up and maintenance for the 'Super-User' audience. This will include participants who have completed the end user training.

ID	Title	Description
6.0	Go Live Process / Implementation Completed	Work Package - includes application delivery for use in the production environment, Go-Live date and customer sign off.
7.0	Project Sign Off	Work Package – includes Sign-Off from Agency that Hedgehog has been successfully implemented into production and Agency staff are utilizing it in the field. Sign-off must be in writing.

16.3.2. WBS Structure

This Work Breakdown Structure (WBS) below provides a visual representation of the baseline Project Plan:



Note:

This is a sample WBS. Each project will have a WBS diagram created based upon project scope.

16.4. Risk Mitigation

To promote effective communication and mitigate risk throughout the project lifecycle, Hedgerow will utilize Responsibility and Communication Matrices. The Responsibility Matrix provides a high-level visual of who is accountable and responsible for the main functional areas of the Project Plan. The Communication Matrix will outline what communication is necessary and how it will be delivered. To determine and manage project risk, Hedgerow utilizes risk checklists, risk registers and risk impact and probability matrices.

Hedgerow uses the processes, best practices, terminologies, and guidelines found in the 'Project Management Body of Knowledge (PMBOK® Guide)' to manage and mitigate project risk. Project Team will work with Stakeholders to identify project risks, probability of occurrence and determine responses to each.

Risks will be managed through the project lifecycle by the Hedgerow Project Manager in conjunction with the Client Project Manager and Project Lead.

16.4.1. Risk Impact Matrix

Low – L	Medium – M	High – H	Very High – VH
If risk occurs, there will be little to no impact to scope. All requirements will be met.	If risk occurs, small adjustment to resources may be necessary to meet requirements. No change management necessary.	If risk occurs, scope will be impacted. May require a change management request or some requirements will not be met.	If risk occurs, requirements will not be met. Change management request is mandatory.
If risk occurs, little impact to project timeline. No increase of resources needed to meet the timeline.	If risk occurs, the timeline will be impacted slightly. < 10% of total time will be added to project timeline (duration).	If risk occurs, the duration of the project will be impacted by a minimum of 10% or greater.	If risk occurs, the timeline will be negatively impacted. Will increase the timeline > 15%
If risk occurs, cost overrun will likely not occur.	If risk occurs, cost overrun will likely occur. < than 10% of project cost.	If risk occurs, cost overrun is likely. Between 10 – 15%.	If risk occurs, cost will increase. Contingency is required.

16.4.2. Risk Probability

#	Risk	Level
1	Last 10 projects within 2 years: risk occurred once	L
2	Last 10 projects within 2 years: risk occurred 3 times	M
3	Last 10 projects within 2 years: risk occurred 5 times	H
4	Last 10 projects within 2 years: this risk occurred > than 5 times OR is critical in nature (e.g., Software build (Major)	VH

16.4.3. Probability Matrix

		Impact			
		L	M	H	VH
Probability	VH				
	H				
	M				
	L				

Legend	
	Category 1
	Category 2
	Category 3

16.4.4. Risk Register

Risks in Category 1 that are active have contingency.

#	Description	Impact	Probability	Category	Response
1	Software Build (minor)	L	VH	2	Accept (Active) – extra resources will be added for testing on new build.
2	Software Build (major)	H	L	2	Accept (Active) – extra resources will be added for testing.
3	Late Project Start	M	M	2	Accept (Passive).
4	Gap in Functionality – in Scope of Statement of Work	VH	M	1	Accept (Active).
5	Gap in Functionality – Not in scope	M	M	2	Transfer – Change Control.
6	Agency signoff late	H	L	2	Avoid – ensure proper communication and milestone signoffs are complete.
7	Additional Configuration	M	M	2	Transfer – Change Control.
8	Manual Install of Client Application updates	M	L	3	Avoid – utilize the Hedgehog Bootstrapper utility to ensure Client to Server compatibility and decrease IT time spent in individual manual Client configuration tasks.
9	Change of Scope	H	M	2	Transfer – Change Control
10	Global Pandemic	VH	H	1	Transfer – Change Control to extend timeline

16.4.5. Risk Report

Project Risk Report

Generated for Project: CA - County of San Luis Obispo Hedgehog Implementation, 10/11/2022

Hedgehog

CA - County of San Luis Obispo Hedgehog Implementation

County of San Luis Obispo Hedgehog Implementation Health Services Division

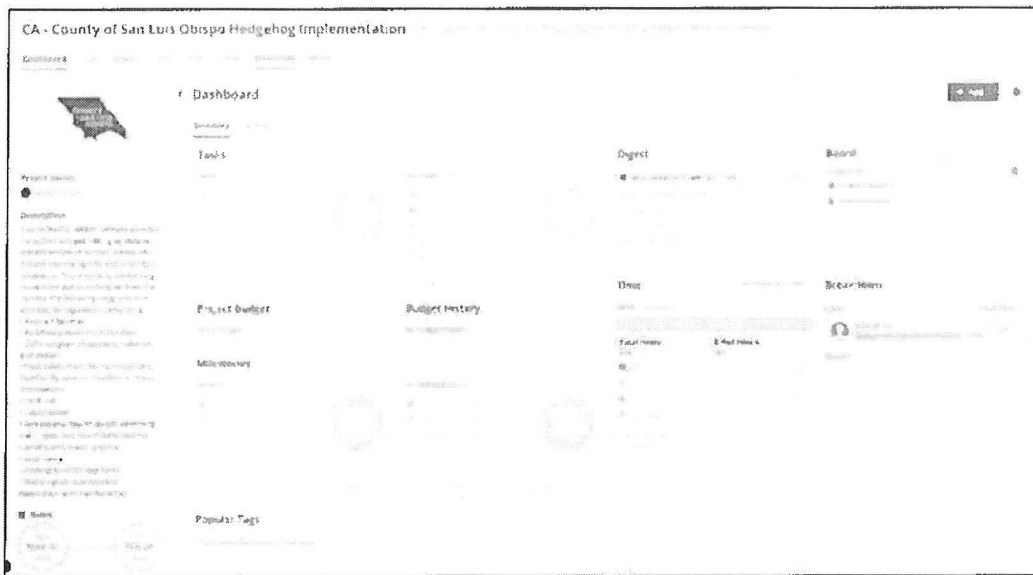
Risk Source	Probability			Impact			Impact Areas				Response Plan	Status
	Low	Medium	High	Low	Medium	High	Result	Cost	Schedule	Performance		
1. Critical Pathway									X	X	Avoid - Manual	
2. System Functionality - Not in scope								X	X	X	Avoid - Manual - Project effort/cost may result in transfer to Change Control	
3. Client information not available								X	X		Avoid - ensure client information is available from start of project. Client must approve project requirements	
4. Vendor Product								X	X	X	Avoid - ensure that any work will be budgeted for and approved	
5. Change of Project Scope								X	X	X	Transfer - Change Control	
6. Software Bugs/Errors								X			Avoid - Review - ensure that software will be tested prior to release	
7. User Project Start									X		Avoid - Manual	
8. Software Product (Not in scope)								X			Avoid - Manual - ensure that software will be tested prior to release	
9. Lack of availability of required hardware									X			
10. Availability of required software									X		Transfer - Change Control	
11. Manual entry of data										X	Avoid - ensure that data is entered correctly and that data is validated	
12. Data Mapping changes										X	Review - Manual - ensure that data is entered correctly and that data is validated	

Risk Item Details

Risk	Date Created	Created By	Date Updated	Updated By
1. Critical Pathway	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
2. System Functionality - Not in scope	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
3. Client information not available	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
4. Vendor Product	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
5. Change of Project Scope	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
6. Software Bugs/Errors	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
7. User Project Start	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
8. Software Product (Not in scope)	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
9. Lack of availability of required hardware	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
10. Availability of required software	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
11. Manual entry of data	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C
12. Data Mapping changes	11/10/2022 3:43pm	Robyn C	11/10/2022 3:43pm	Robyn C

16.4.6. Project Status Reports

Project status reports are created and distributed bi-weekly by the Hedgerow Project Manager during the implementation project. Hedgerow also includes a Project Status Dashboard that is available for project participants.



16.5. Change Management

16.5.1. Change Management Approach

Effective change management ensures that the inevitable changes that occur in any organization due to changes in the processes, technology, and roles and responsibilities are mitigated in an organized and positive manner. Change management is a key element in helping users to successfully adopt the use of new systems and processes. Effective change management, communications plans, and activities can make the difference between project failure and success.

16.5.2. Change Management Planning

The following activities are included:

- Confirmation of the Organizational, Primary, and Secondary Stakeholder Groups and their level of engagement.
- Identification of the Subject Matter Experts and their degree of involvement.
- Agreement on the key communications messages and approach for all stakeholder groups.
- Determination of the implementation approach and sequence (e.g., Big Bang or a phased approach).
- Approval of the roll out sequence.
- Sanctioning of the Business Analysis approach including:
- Scheduling and conducting Hedgehog demos for all services regions/offices.
- Documenting the 'As Is' Business Processes.
- Performing a Fit/Gap Analysis of the Hedgehog software and its related reports.

- Developing the 'To Be' Business Processes.
- Assessment of key Business Processes and whether Business Continuity Planning is required for system outages et cetera.
- Confirmation of the training approach and high-level schedule for end users, application administrators and system administrators.
- Development of the transition and post implementation user support model.
- Agreement on the method of evaluation on the effectiveness of the Change Management approach.

16.5.3. Change Management Operational Controls

Project changes that impact cost or the method of implementation are managed through documented Change Control or Decision Request procedures.

Definition of Terms

Term	Problem Description
Change Control	Procedures that are implemented when there is an expectation that the change will result in unplanned costs to one of the project participants.
Decision Request	Procedures that are implemented when there is little or no cost impact, however a significant diversion from the planned method or scope of the implementation is being proposed.
Client Project Lead	The person who is responsible for leading the project on behalf of your agency.
Hedgerow Project Manager	The person who is responsible for leading the project on behalf of Hedgerow.
Project Team	Members from both your agency and Hedgerow involved in the execution of the Work Order.
Work Order	A statement of work which outlines the objectives, costs and deliverables of completing a set of objectives.
Approval Authority	Your agency's signing authority.

16.5.4. Work Order Management

Hedgerow services are described in Work Orders that are dedicated to specific activities and objectives with a well-defined scope so there are no surprises. Work Orders are developed by the Hedgerow Project Manager (Hedgerow PM) and submitted to your agency's Approval Authority. The services that are described in the Work Order are started after signed approval is received by the Hedgerow PM.

16.5.5. Change Control

Change requests can be initiated by the Client Project Lead, the Project Team, or the Hedgerow PM. The initiator of the change request will transcribe the relevant information onto a Change Control Form, a copy of which can be provided upon request.

The request is reviewed by the Project Manager regarding technical implications, requirements, costs, and impact on project timeline. The Project Manager then presents the information to the Client Project Lead. If accepted, additional dollars are approved by Work Order and the project plan is modified to accommodate additional tasks.

Evaluation of change requests is billable to a limit of 3.5 hours. Should evaluation exceed 3.5 hours, the Client Project Lead will seek authorization from the Approval Authority prior to proceeding further.

Work required to execute the change is quoted to the Approval Authority and submitted for approval prior to work being undertaken.

16.5.6. Decision Requests

Decision Requests can be initiated by the Client Project Lead, the Project Team, or the Hedgerow PM. The initiator will prepare a Decision Request Form, a copy of which can be provided upon request, to document and obtain decisions from the Project Team. The Client Project Lead will outline the alternatives and recommendations. The final resolution must be signed-off by the Client Project Lead, the Approval Authority, and the Hedgerow PM.

16.6. Project Deliverables

The following are Hedgerow's typical project deliverables based on the Scope of Work (SOW) as stated in the RFP.

- Project Plan
- Project Kickoff Presentation
- Project Charter
- Project Management Plan
- Status Reporting
- Issue Tracking Log
- Business Requirements Document
- Work Order(s)
- Application Design Specification
- Interface Design Specification
- Report Design Specification
- Environment Management Plan
- Test Management Plan
- Training Plan
- Data Conversion and Migration Plan
- Change Management Plan
- Work Breakdown Chart
- Post-Production Environment (Support)
 - Appropriate Capacity
 - Failover Capacity
 - Disaster Recovery and Business Continuation Plan

17. Data Conversion and Migration

Hedgerow has over 31 years of data conversion experience that we bring to this project. Hedgerow understands that historical data conversion from the County's EnvisionConnect (EC) legacy system

is required as part of the scope of this project. Hedgerow has extensive experience migrating data from a variety of existing legacy systems, including EnvisionConnect, into Hedgehog, and we will implement an internally developed, proven data conversion process.

17.1. Process

The process for Data Conversion starts off simply: first Hedgerow needs to get a copy of your existing data. The sooner the Hedgerow Data Conversion Specialist (DCS) gets your data, the sooner they can start working with it. Once received, the DCS will examine the data to see how each entity interacts with other entities within the source system's database. The DCS will then examine the physical database with the goal of identifying each database table's purpose. Finally, the DCS will examine each field in the database tables to determine its purpose and suitability for use as part of the transfer to Hedgehog. As mentioned previously, Hedgerow developers have intimate knowledge of the EnvisionConnect Source Tables.

If required, there are parameters that can limit the historical data to a provided cut-off date. The County may choose not to import closed facilities, closed complaints, service requests, and/or applications, voided records, Time Tracking records before a given date, etc. The County may also prefer to limit the data converted to certain Program Areas. User Roles can be defined or modified along with the permissions assigned to each.

During the migration, the DCS will examine historical changes to facility definitions and, if a "significant" change occurs, then we can either create a closed Facility using the old data or ignore it completely based on County requirements. A "significant" change is where a user-definable number of key pieces of information about the facility have changed, such as the facility name, number, legal name, owner, facility category, open/closed state, etc.

An opportunity is also provided to reset/define auto numbering schemes for many of the records, including contacts, sites, facilities, inspections, Nexus issues, accounts, invoices, etc.

The DCS will reformat telephone numbers to a consistent pattern using a default area code if none is provided in the data. They will also ensure that email addresses are properly formatted and report on the bad ones before the migration to allow the County an opportunity to correct the problems in the source database prior to the next conversion if possible. Any invalid email addresses remaining at migration time will be reformatted if possible or discarded if not.

After the migration many checks are performed to ensure validity and completeness.

- Every dependent entity is checked to ensure it has a parent. Inspections must have an existing facility, violations must be associated with an existing inspection, etc. There are literally hundreds of these relationships that must be checked. This process is completely automated and consistent.
- A list of all tables, including empty tables, is presented to visually ensure that converted data was as expected.
- Counts of Legacy vs. Hedgehog sites, facilities, inspections, complaints, service requests, etc. are done to ensure that nothing was missed. If a historical cut-off date was provided, then the Legacy count is split between before and after that date. Any unexplained differences are documented.
- Statistics on every operation are recorded: how many rows there were in the input source, how many were "Active", how many were "Inactive", how many were "Open", how many were "Closed", how many had a "Deleted" status, how many were "Voided" and how many were migrated. If the numbers don't add up, a reason is given if possible and the module containing the operation is shown.

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- Statistics are also kept regarding execution time for each operation.

After the first migration, all site addresses are submitted to Google to calculate their GPS coordinates. Subsequent migrations quickly re-apply the results of the initial lookups wherever possible. If an address has changed, it will be resubmitted to Google.

The migration is performed repeatedly with the results returned to the County for inspection and approval. Any anomalies detected will be corrected in the next iteration. The cycle consists of the County providing to Hedgerow a backup of the Legacy database along with definitions of non-Hedgehog data to be input as well. Hedgerow will then convert the data at the earliest opportunity and return the converted Hedgehog database to the UAT site.

17.2. Documentation

The DCS will document all source table information in a document called the "Data Conversion Plan". In addition to the source table information, the Data Conversion Plan document will also contain information about the relationship between your existing data elements and the new Hedgehog data elements as defined in your master tables produced in the Pre-Implementation phase of the project. You will also see one or more cross-reference tables detailed in the document to aid the data transformation.

Often at this stage the DCS will identify gaps in the source systems data (missing mandatory fields, incorrect data formats, etc.) or omissions from the newly created Hedgehog master tables (overlooked categories or options). The DCS will bring these items to the Client Project Lead's attention so that the issues can be resolved quickly.

17.3. Sign-off

Once the Data Conversion Plan document has been completed, the DCS will forward it to the Project Lead and set up a time for an interactive, online review of the document. Note that if your Project Lead is not a technical person then they may want to have the document reviewed and the presentation attended by an IT resource. Following review, the DCS will, once again, request sign-off of the document from your Project Lead.



Note:

Hedgerow has identified scope creep from not determining what information and records to be migrated early in the project planning phase as the major factor, followed closely by dirty data that requires extensive cleaning efforts, to cause delays and increase costs during conversions.

17.4. Conversion Scripts

Following sign-off on the Data Conversion Plan, the DCS begins creating the data conversion scripts. Because Hedgerow has been involved in so many conversion projects over the years, we have compiled a library of scripts to use for streamlining the data conversion process.

The DCS begins by reviewing the Data Conversion Plan and then selecting an appropriate set of existing data conversion scripts. These scripts are then updated to represent your unique business rules and requirements. New scripts are also created to cross-reference your old data with the new Hedgehog master table data.

17.5. Trial Conversions

The DCS is now ready to begin conversion. The facilities and other data in your old system are converted in the format detailed in the Data Conversion Plan and a trial conversion run is performed.

After the trial conversion run, the DCS and the Hedgerow Quality Assurance (QA) team will review the data against the Data Conversion Plan to identify any deficiencies. If deficiencies are discovered, they are fixed, and the trial conversion is re-run until the data matches that from the Data Conversion Plan. Data validation is done in tandem with the client to check a percentage of specific daily transaction records. Table record counts and transaction amounts are totaled and verified for accuracy as well. At this stage, the DCS will send the Project Lead a series of electronic reports for verification of the data tables.

Typically, during the implementation project, up to 3 trial conversions will take place. The database is made available, via the UAT staging site, to resources identified by your Project Lead.

Note:

Any Production-ready models that have been configured in the UAT environment are exported from the User Acceptance Testing (UAT) environment and imported to the Production (PROD) environment as part of the conversion process.

17.6. Live Conversion

After your staff have been trained on Hedgehog and your agency is ready to go live with the application, it is time to perform a final conversion. The DCS reviews the project plan and works with your Project Lead to establish a cut-off date for your existing production data system. On the cut-off date, typically a Friday, the production data is sent to the DCS, and your data is converted, into your new production Hedgehog database. Live data conversion typically takes 5 days – 3 days for conversion and 2 days for QA – depending on several factors, including number and types of records, cleanliness of the data, etc. The Conversion Specialist and the Hedgerow QA team then review and retest the data for accuracy prior to returning the data for live implementation. Note that in the case where Hedgerow is hosting your agency's Hedgehog data, the DCS will simply place the data on the Production hosting site.

18. Analysis and Configuration

Much of the initial Hedgehog configuration is a by-product of the Business Process Analysis. The Hedgerow PM and BA will gather the requirements and preload the Licensed Programs Models for use in the Data Conversion and Migration step. Should any agency wish to utilize Models from a neighboring agency, the Hedgerow PM and BA will arrange to have the models integrated into the Converted Database as a starting point. Agencies can then work with Hedgerow Project Team members to tweak and update the configuration to meet the SOW.

Once the UAT environment is configured and available for the agency, configuration can be reviewed for accuracy and completeness and, in the early phases of the project, any anomalies included in the Issue Tracking Log. In the later phases of the project, the agency Application Administrators will be trained on how to maintain all the models. This hands-on training will give

them the confidence to tweak any models required in the UAT and allow them to be exported from UAT to be imported into Production.

Introduction of any new Program Areas or Workflows not in the SOW are considered Out of Scope and will require a Change Request.

19. Interface and Third-Party Integration

In addition to CERS integration, the following interface will be required and provided as part of this project:

19.1. Payment Processor

This proposal will include an interface from the Hedgehog Portal to the County preferred payment processor, identified as "Point and Pay". Should the County require any additional payment processors, they can be added to the project on a time and material basis.

20. Custom Application Enhancements

No custom application enhancements have been identified as part of this project that were not already on Hedgerow's Development Roadmap.

21. Training

21.1. Training Plan

Much of Hedgerow's success has come from years of experience working with our clients and our training has evolved over the years. Years ago, Hedgerow conducted the training courses for our applications onsite at client offices over several days at great cost to both the clients and Hedgerow. Some users who were more technical, and possibly familiar with other applications, ran through the lessons quickly and were bored. Some users who were less technical, and/or had never used a sophisticated software application before, took a lot more time to complete the lessons and some users were completely lost because they just couldn't keep up with the concepts.

Hedgerow learned some valuable lessons from those experiences and implemented our best practices to refine the training experience. Today, we are proud to say that we regularly receive high praise for both our training methodology and our trainers. Whenever possible, the Trainer will endeavor to use a pre-populated database that has been configured with client-specific information. This is typically accomplished by taking a mirror of the client's production database and placing it in the training environment.

21.1.1. Information Technology (IT) Training

Information Technology (IT) Training is designed to ensure that your agency's IT department is trained on the proper procedures for installing and maintaining the applications, the host site integration, and any integrations to third-party applications. Depending on your agency's structure and requirements, this could include Database Administrators, Network Administrators, and Desktop Support Specialists. This course provides the IT department with hands-on opportunities to work with the application and to get answers to their technical infrastructure questions. It

enables the IT department to develop a roll-out plan that fits their requirements and budget and ensures that your agency experiences a smooth project roll-out.

This course is conducted on-line with the Hedgerow Trainer and usually takes approximately two hours, depending on implementation options. Training materials include the *Server Installation Guide* and the *Client Installation Guide*. IT Training usually takes place during or after the Business Analysis phase of the project, but prior to the Application Administrator Training.

IT training agendas typically include:

- Environment Management Plan.
- Architecture overview.
- Database installation and requirements.
- Desktop installation and requirements.
- Upgrade procedures.
- Data Transfer requirements.
- Interface implementation.
- Hardware requirements.

Note:

In a hosted environment, there is no need to install a server or some other of the components, however, it is important that your IT team members have a clear picture of all aspects of the implementation.

21.1.2. Application Administrator Training

The Hedgehog Application Administrator refers to the select few people in your organization, usually one or two key people, who have the responsibility for configuring and maintaining the master table data in the Hedgehog application. Master table data includes, but is in no way limited to, the following items:

- Program Areas (Food, Drinking Water, Septic, Personal Services, etc.).
- Inspection Models (questions, canned comments, sections of the regulations that will apply to each question, etc.).
- Risk Assessment Models.
- Nexus Issue Models (Complaints, Service Requests, Incidents, etc.).
- Action and Activity Models.
- Service Providers or Employees.

In addition, the Application Administrator is usually involved in some form of end user education, whether this comes in the form of first line support for Hedgehog, or in providing training to new staff or refresher training to existing users. Therefore, the Application Administrator Training will also include the following material, as a minimum, to best position these individuals for these scenarios.

- Using the Dashboard for planning.
- Working with Management Centers, Table Tools and Reporting.
- Navigating Workflows.
- Concepts of the Hedgehog Synchronization Framework.
- Managing Attachments.

-
- System-wide vs. User Preferences.

Please note that this is *NOT* end-user training nor is it IT Technical training and should only be attended by the appropriate staff. Training materials include the *Application Administrator Manual* and *User Manual*.

The Hedgerow Trainer will prepare a custom curriculum to be used for the training session based on the materials to be covered and any unique requirements that your agency may have (e.g., hours of operation, union rules, etc.).

21.1.3. End User Training

End-User training is designed to give hands-on training to the end-users of the Hedgehog application(s). All staff expected to use the Hedgehog application(s) will require role-oriented End-User training. These may include, but is not limited to, the following:

- Inspectors.
- QA Officers.
- Licensing Officers.
- Directors, Managers and/or Supervisors.
- Administrative Assistants.

Course curriculums are custom designed around the client's business requirements and segmented into various functional areas. Licensed users do not need to attend every session – just those sessions that apply to their job functions.

End-User training sessions will cover the following material at a minimum:

- Using the Dashboard for planning.
- Working with Management Centers, Table Tools and Reporting.
- Personal Preferences.
- Navigating Workflows.
- Managing Facilities.
- Performing a Risk Assessment and Inspection.
- Following up on Violations.
- Tracking Complaints and Service Requests through the Nexus.
- Maintaining Contact information.

End-User training is typically conducted in an online format, however, it may also be offered at the client's site(s), depending on the client's requirements. End-User Training takes place after the Application Administrator training course has been completed and the Application Administrators have had a chance to "tweak" the master tables. Training materials include the *User Manual*.

End-User training is offered in two different formats:

All Users – Because the nature of the "All Users" training format is to train the actual end-users of the application, the number of days and costs to conduct the training can vary depending on the number of users and their roles within the agency and the application.

Train-the-Trainer – Allows you to have a select few staff members, often referred to as "System Champions", trained to teach the End-User Training courses. In addition to all the topics covered in the "All Users" option above, the Hedgerow Trainer also provides tips and tricks to your trainers for teaching the End-User training course. This is Hedgerow's best practices, preferred training method as it is the most cost-effective and has been assumed for this RFP response.

21.1.4. Hedgehog Portal Administration Training

The Hedgehog Portal Administrator is responsible for configuring the Hedgehog Portals in order to make sure that the appropriate workflows and data are presented for the Hedgehog Portal and the appropriate data is disclosed to the public. Hedgehog Portal Administration training includes the configuration of the Hedgehog master tables to determine which workflows are published and what data is disclosed, as well as some site administration aspects.

The class covers the following as a minimum:

- Selecting Nexus workflows for publishing.
- Managing data for disclosure.
- Configuring data quarantine.
- Managing the Portal visual aspects.
- Site statistics.

This training session is performed via an on-line meeting.

21.1.5. Hedgehog Report Writer Training

Hedgehog Report Writer Training is aimed at the select few individuals in your organization (usually one to three people) who are responsible for writing custom reports to be integrated into Hedgehog. Hedgerow's corporate trainer will cover the basics of how to create custom reports and follow up the course with a self-paced learning report writer document. Training materials include the *Hedgehog Report Writer Training Course* document.

**Note:**

All reports supplied by Hedgerow are always available to run regardless of whether your agency can edit them.

21.2. Training Documentation

Hedgerow's standard set of system documentation includes:

- Server Installation Guide.
- Client Installation Guide.
- User Manual.
- Application Administrator Manual.
- Hedgehog Report Writer Training Course.
- Release Notes.

All documents are provided in an electronic format.

**Note:**

The agency-configured help feature is available throughout Hedgehog applications and, should your agency license a multilingual version of Hedgehog, help will appear in the appropriate language.

Note:

It is Hedgerow's experience that within one month of being trained, our clients *seldom* refer to any provided user documentation. This is because Hedgehog incorporates agency-configurable popup help extensively throughout the applications and users simply hover over if they need a little guidance.

For example, your Application Administrator can add help text to every single question of every inspection model so that the inspector only needs to hover over a question that they are unsure of how to answer and find instructions on how to proceed.

21.3. Ongoing Training Opportunities

Hedgerow offers refresher training to all previously trained staff members. Should your agency need training for new hires, etc., training can be provided on a time and materials basis. Note that when new features are released, they are documented in the release notes and, should some training be required, it is typically provided online at no charge to your agency.

21.4. Online Training

Hedgerow has been successfully providing all training in an online format for several years. In fact, every client who has received training since 2014 has received it in an online format.

On-site training can be made available if required, however the County would be responsible for the travel expenses as per Hedgerow's LSA.

22. Support Services

The Hedgehog Application Suite is licensed and supported under an annual subscription plan called the Hedgerow License and Support Agreement (LSA) that has been provided for review with this RFP response submission. The LSA includes:

- Ongoing Maintenance and Support
 - Telephone Support
 - Web-Based Support
- Incident Reporting & Response
- Hosted Site Maintenance & Support
 - Scheduled Maintenance
 - Backups
 - Hosted Site Access Control
 - System Monitoring
 - Unauthorized Access

22.1. Scheduled Maintenance

If downtime is required for after-hours maintenance, an email notification will be sent to the County with a minimum 24-hour notice unless emergency escalation is required. Should the County prefer a longer notice time, for example 90 days, that can be accommodated. If the maintenance timing is not convenient for the County, Hedgerow and the County will attempt to find a mutually agreeable time. Email details will include the reason for the downtime, the date and time of downtime, and the expected duration.

Appendix C. Approval

C.1 Process

No work will be scheduled or started until this Work Order is signed by both parties. Please sign and date the Acceptance portion of this Work Order and return this page via email to:

Attn: Bob Gouin, Project Manager
Email: bobgouin@hedgerowsoftware.com

C.2 Project Cost Summary

All Prices are listed in US Dollars and are exclusive of any applicable taxes. Prices are valid for 60 days from Work Order issuance.

Item	Annual Rate
Hedgerow-Hosting Costs	per LSA
Project Management, Business Analysis, Configuration, and Training	\$ 45,000.00
Historical Data Conversion	\$ 30,000.00
Hedgehog Portal Implementation	\$ 20,000.00
CERS Integration	\$ 10,000.00
Total	\$ 105,000.00

C.3 Acceptance

I have read and understand the Project Scope and Statement of Work contained within this Work Order entitled *WO-COED-2024-01 – Hedgehog Implementation Project, version 1.0*, and agree that they meet my Agency's expectations. I have the authority within my organization to accept and approve the above-noted project and I authorize Hedgerow Software US, Inc. to proceed with this project.

Accepted by (print): Wendy Thomas

Title: Chair, Board of Supervisors

Agency Name: County of El Dorado

Signature: 

Date: 9/10/2024