

COUNTY OF VENTURA CONTRACT NUMBER HCA-ECG-AC2023

This Contract is hereby entered into by and between the County of Ventura (County) and Executive Consulting Group, LLC dba ECG Management Consultants ("Contractor" or "ECG") (collectively, parties).

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of consulting services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Attachment A, which is incorporated herein by reference.

2. **PAYMENTS**

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, County will make payment to Contractor in the amount and in the manner specified in Attachment A.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor,

and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. TERM

The term of this Contract will commence on January 1, 2023 and be in effect through December 31, 2023, unless earlier terminated pursuant to the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

6. TERMINATION

County may terminate this Contract at any time for any reason by providing thirty (30) days' written notice to Contractor. In the event of termination under this section, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination. This right of termination belonging to County may be exercised without prejudice to any other remedy to which County may be entitled at law or under this Contract.

7. DEFAULT; TERMINATION AFTER DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by satisfactory performance within ten (10) days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice. The foregoing requirement for written notice and opportunity to cure does not apply to a termination pursuant to Section 6.

8. INTENTIONALLY LEFT BLANK

9. INSURANCE PROVISIONS

A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000.
- 3) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.

C) County is to be notified immediately if any aggregate insurance limit is exceeded. Contractor must purchase additional coverage to meet requirements.

D) For the general liability insurance required above, County is to be named as an additional insured as respects work done by Contractor under the terms of this Contract.

E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County's Risk Management Division.

G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:

1. Certificates of insurance for all required coverage.

2. Additional insured endorsement for general liability insurance.

3. Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to provide these documents will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

10. SUBSTITUTION OF PERSONNEL

If Attachment A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

11. CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

12. CONTRACT MONITORING

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of

Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by the Health Care Agency Director or his or her authorized representative.

13. CHANGES TO CONTRACT

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

14. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor.

15. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of County except as required by law.

16. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
HEALTH CARE AGENCY DIRECTOR
5851 THILLE STREET, 1ST FLOOR
VENTURA, CALIFORNIA 93003

TO CONTRACTOR: ECG Management Consultants
ATTN: John Fink, Principal
11512 El Camino Real, Suite 200
San Diego, CALIFORNIA 92130

Either party may, by giving written notice in accordance with this section, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this section and deposited in

the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

17. WORK PRODUCTS

On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

Contractor retains full ownership of its data and information, including, without limitation, playbooks, pricing information and commercial strategies, technical know-how and trade secrets, supplier information, notes, analyses, compilations, forecasts, studies, work product, data, and other materials prepared by Contractor ("Contractor Data") but not any information provided by County. Contractor grants County a fully paid up, irrevocable, perpetual, non-royalty bearing, non-exclusive, non-transferable license to use any of the Contractor Data provided by Contractor to County as part of the services rendered by Contractor.

The services and all deliverables are intended solely for internal use by County and may not be used or referred to in any offering statement, purchase or financing agreement, or other documents without approval in writing from Contractor. Depending on the proposed use, such approval may require additional work and associated expenses.

County acknowledges that in the course of this engagement Contractor may provide third-party data that is used under license by Contractor. No sublicense is created by the inclusion of this data in Contractor documents, and County agrees that this data is for County's use only in connection with the services and may not be used for any other purposes or shared with third parties, except as required by law.

18. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

19. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

20. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

21. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

22. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

23. ACCESS TO AND USE OF COUNTY TECHNOLOGY

Contractor shall abide by the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by County.

24. LIMITATION OF LIABILITY


Contractor's liability for damages associated with this Contract shall be limited to negligence, fraud, or willful misconduct and shall not exceed three (3) times the total amount paid for services hereunder. In no event will either party be liable for punitive, incidental, or consequential damages, even if advised of the possibility of such damages. No action, regardless of form, arising out of services provided hereunder may be brought by either party more than three (3) years after the date of the last services provided under this Contract.

25. NON-SOLICITATION

For the term of the Contract and one (1) year after its expiration or termination, in the event a party hires an employee of the other party, the hiring party agrees to pay the other party an amount equal to the employee's first-year base salary, provided that each party may generally advertise available positions and hire employees of the other party who either respond to such advertisements or who

come to the hiring party on their own initiative without direct encouragement from the hiring party.

DocuSigned by: COUNTY OF VENTURA



BC8C753C2DC04A5...

Barry L. Zimmerman

Authorized Signature

Printed Name

Director

Title

4/28/2023

Date

DocuSigned by: CONTRACTOR*



3FD2BB402FFF411...

John N. Fink

Authorized Signature

Printed Name

Partner

Title

4/25/2023

Date

47-2257557

Tax Identification Number

ATTACHMENT "A"

Understanding the Situation/Overview

In 2023, Ventura County Health Care Agency (VCHCA) will continue to enhance Ambulatory Care performance and patient experience through the optimization of Oracle Cerner and implementation of Cerner Practice Management (CPM). At its core, CPM is the intersection of people, processes, and technology designed around the experience of providers, staff, and patients. Continuing our support of VCHCA, ECG is prepared to present subject matter advisory expertise to support VCHCA's Information Technology Services and Ambulatory Care teams with Oracle Cerner-related initiatives. In order to drive VCHCA's success, ECG is able to:

- Provide comprehensive operational knowledge and technical expertise on Oracle Cerner patient access, referral management, and infrastructure.
- Support a cross-functional team collaboration with stakeholders to execute on the vision, objectives, and strategy driven by executive leadership.
- Advise and translate Ambulatory Care operational processes in design sessions to address key workflows, technology implications, and best practices with subject matter expertise.

Project Approach

ECG team of subject matter experts with specific experience working with and optimizing Oracle Cerner configuration and workflows will partner with the VCHCA Project Management Office (PMO), Information Technology Services, Ambulatory Care, and Oracle Cerner teams to evaluate workflows, endorse suggested changes, and plan the implementation solutions. ECG will ensure technical alignment with operational needs from the current state, future-state design, future-state validation, maintenance training, integration testing phases, superuser training, end-user training, cutover, and go-live.

COMPONENT A: CPM IMPLEMENTATION

Time Frame	ECG Key Deliverables
January to December	<ul style="list-style-type: none"> • Provide subject matter expertise/advisory on best practices for project initiation, design/build, test/train, and conversion stages. • Document current-state policies, procedures, and workflow standards. • Confirm Cerner configuration, design, timeline, and deployment plan. • Advise VCHCA Cerner PMO and Ambulatory Care of CPM and Experian workflow alignment strategy, change management, and integration.

Time Frame	ECG Key Deliverables
	<ul style="list-style-type: none"> • Assist VCHCA and Cerner project team with documentation of functionality gaps and advice on workflows. • Advise on and assist with training plan and key training materials. • Advise on training delivery for operational readiness. • Transition to ongoing internal support.

COMPONENT B: REFERRAL MANAGEMENT WORKFLOW DESIGN AND CONFIGURATION

Time Frame	ECG Key Deliverables
March to June	<ul style="list-style-type: none"> • Provide work group support and implementation leadership. • Provide subject matter expertise/advisory on referral management life cycle best practices. • Update referral ordering workflows and configuration. • Update referral management workflow for clinics and Referral Center. • Facilitate on-site, rapid process improvement event. • Guide and assist Ambulatory Care in collaboration with the CMIO and Information Technology Services in the development of the training plan and key training materials and the oversight of education and training delivery.

COMPONENT C: CLINICAL SERVICES SUPPORT

Time Frame	ECG Key Deliverables
March to December	<ul style="list-style-type: none"> • Optimize radiology and diagnostic order workflows, radiology scheduling, and departmental worklists. • Advise on Oracle Cerner dynamic worklists to align with clinic operations. • Enhance medical assistant workflows, handoffs to providers, intake, and documentation processes. • Recommend standard workflows for the providers (i.e., submitting orders, charges, and templates for documentation). • Develop workflows for nursing support, case management, ancillary services, Comprehensive Perinatal Services Program, pulling live reports, charges/billing, and appropriate follow-up. • Provide education and training.

COMPONENT D: REPORTING AND DATA ANALYTICS

Time Frame	ECG Key Deliverables
July to December	<ul style="list-style-type: none"> • Provide subject matter expertise/advisory on best practice Oracle Cerner KPI reporting outcomes for scheduling, registration, referral management, and revenue cycle applications. • Advise on Cerner reporting system configuration and potential customization needed. • Develop standard dashboard to monitor metrics on an ongoing basis. • Advise on education and training delivery.

Over the course of the engagement, coordinating these activities will be paramount to success. To facilitate timely communication and track results, ECG will formally report progress weekly to the Cerner project manager. In addition, we anticipate frequent communication with practice managers and operational leaders through weekly and ad hoc meetings to ensure that any operational challenges are being addressed in a timely fashion.

Support Roles and Assumptions

The roles and assumptions outlined below will help clearly define roles and responsibilities throughout the engagement. Revisions will be discussed and agreed upon by VCHCA leaders as appropriate.

- Jen Wing will be responsible for overseeing all project activities related to work supported by ECG resources. Jen will participate in Executive Steering Committee meetings to provide progress updates or discuss and address barriers.
- Andrew Vu will provide subject matter expertise and advisory services to assist Information Technology Services and Ambulatory Care in making design decisions related to CPM, referral management workflows, and reporting and data analytics in a timely manner.
- Ben Kelsh will provide clinical subject matter expertise to support provider and staff workflows and processes.
- Jacob Eisler will provide subject matter expertise to support the Experian integration work with Cerner and provide updates, risks, or issues to Information Technology Services.
- ECG will provide advice or make recommendations to the VCHCA Cerner PMO on project management artifacts, including project charters, plans, and timelines, and partner with the project manager from Information Technology Services to develop agendas and meeting materials.
- Changes to roles and responsibilities within the scope of the engagement will be reviewed and discussed with the Executive Steering Committee.

- Support of the system configuration may be outsourced to independent contractors or similar resources as needed and not considered a part of this budget. ECG will support VCHCA in identifying these support resources.

Schedule and Budget

Jen Wing, Andrew Vu, Ben Kelsh, and Jacob Eisler will be assigned to this initiative. ECG expects the time and specific resources needed to change on a month-to-month basis and will align the project team's support with the needs of the project and expectations of VCHCA leadership. While ECG anticipates most work to be conducted remotely, they will be available for in-person/on-site meetings as needed. Additional ECG team members may be assigned to support the work under Jen's direction.

Compensation Schedule

The professional fees charged will be determined by the actual hours worked on the engagement at the hourly rates listed in Table 1.

TABLE 1: ECG RATE SCHEDULE EFFECTIVE OCTOBER 1, 2022

Title	Hourly Rate
Partner	\$650–\$760
Principal	\$530–\$570
Associate Principal	\$485–\$550
Senior Manager	\$470–\$530
Manager	\$415–\$430
Senior Consultant	\$330–\$350
Consultant	\$280–\$310
Senior Analyst	\$230
Analyst	\$150

Hourly rates are subject to change on October 1, 2023. ECG charges for services based on the professional fees and project-related expenses incurred. The professional fees will be determined by the actual hours worked on the engagement at the standard hourly rates. ECG will work the required hours to bill a minimum of thirty-two thousand five hundred dollars (\$32,500) per month to retain the time of our project team and ECG resources. Project-related expenses will include travel, phone, document production, administrative, expenses, and other out-of-pocket expenses and are identified in the below table.

TABLE 2: ESTIMATED NOT-TO-EXCEED AMOUNTS PER CONTRACT YEAR

Expense Category	Estimated Total Amounts
Professional Fees	\$653,000
Administrative Services	\$32,500
Travel and Expenses	\$ 32,500
Not-to-Exceed	\$718,000

Contractor will adhere to the County expense reimbursement policy (Administrative Manual provided to ECG). During the course of the engagement, ECG will bill monthly for services based upon the actual fees and project-related travel and expenses incurred. Payment terms are net thirty (30) days from the receipt of a valid invoice.

Out of Scope: Any request by County for Contractor to reply to any request for production of documents or interrogatories, respond to any subpoena, or appear for deposition in any hearing or civil proceeding arising from matters pertaining to this Contract.

Total Contract not-to-exceed is seven hundred eighteen thousand dollars (\$718,000) per contract year.

Certificate Of Completion

Envelope Id: EC20DBC3FB74555BC454B874562E7F8

Status: Completed

Subject: Complete with DocuSign: Exhibit 1 - Executive Consulting Group, LLC dba ECG Management Consulta...

Type of document:

Type of Invoice:

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Therese Garman

AutoNav: Enabled

800 S. Victoria Avenue

Envelopeld Stamping: Enabled

#L4615

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ventura, CA 93009

Terry.Garman@ventura.org

IP Address: 47.41.26.102

Record Tracking

Status: Original

Holder: Therese Garman

Location: DocuSign

4/25/2023 11:06:33 AM

Terry.Garman@ventura.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Ventura

Location: DocuSign

Signer Events

John N. Fink

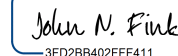
JFink@ecgmc.com

Partner

ECG Management Consultants

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Viewed: 4/25/2023 1:34:06 PM

Signed: 4/25/2023 1:36:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 205.182.167.3

Electronic Record and Signature Disclosure:

Accepted: 6/22/2021 5:18:11 PM

ID: 8db76ae6-9de1-4c7c-96f8-fa43e5d773dc

Barry L. Zimmerman

Barry.Zimmerman@ventura.org

Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 4/25/2023 1:36:25 PM

Resent: 4/27/2023 2:04:54 PM

Viewed: 4/28/2023 8:02:31 AM

Signed: 4/28/2023 8:02:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 157.145.220.3

Electronic Record and Signature Disclosure:

Accepted: 4/28/2023 8:02:31 AM

ID: d989fffe-8bf3-48a1-adbc-6ce6b3756e80

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Theresa Cho Theresa.Cho@ventura.org CEO Ambulatory Care County of Ventura Health Care Agency Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/27/2023 11:39:59 AM ID: 0538cf23-304a-4f69-932e-fcb92e5623c4	COPIED	Sent: 4/28/2023 8:02:56 AM
Lizeth Barretto Lizeth.Barretto@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/29/2021 10:12:11 AM ID: c068b335-fb79-430b-ac8f-1fc868490cf1	COPIED	Sent: 4/28/2023 8:02:57 AM
VCMC AP VCMC.AccountsPayable@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/28/2023 8:02:57 AM
Elizabeth Schmeeckle elizabeth.schmeeckle@ventura.org County of Ventura Health Care Agency Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/28/2023 8:02:58 AM
John Polich John.Polich@ventura.org Deputy Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/22/2022 3:23:33 PM ID: b2c47750-6389-452a-b3fb-dc8ce619a180	COPIED	Sent: 4/28/2023 8:02:59 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2023 11:11:34 AM
Envelope Updated	Security Checked	4/25/2023 11:13:09 AM
Certified Delivered	Security Checked	4/28/2023 8:02:31 AM
Signing Complete	Security Checked	4/28/2023 8:02:53 AM
Completed	Security Checked	4/28/2023 8:02:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Ventura (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Ventura:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 805-677-5249

To contact us by email send messages to: maricela.carbajal@ventura.org

To advise Carahsoft OBO County of Ventura of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at maricela.carbajal@ventura.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Ventura

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to maricela.carbajal@ventura.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Ventura

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to maricela.carbajal@ventura.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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