

Contract Review Sheet

Information Technology Agreement

BS-6125-24

Title: Risk and Claims Management Information System

Contractor's Name: Origami risk LLC

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Sandra Fixsen

Phone #: (503) 566-3910

Term - Date From: Upon execution

Expires: November 1, 2029

Original Contract Amount: \$ 695,625.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 695,625.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# BS1340-23

Description of Services or Grant Award

County is contracting with Origami Risk LLC to provide a risk and claims management information system that will meet the Marion County Business Services' process flows and requirements in claim and incident reporting management, HIPAA and PI document storage, state document retention policies, OSHA log requirements and reporting.

Fees for the first year of the recurring subscription fees and all one-time fees in the amount of \$221,025.00 will be invoiced and due upon execution of this contract. Fees for ongoing contract years in the amount of \$118,650.00 are due annually upfront on each anniversary date thereafter.

Desired BOC Session Date: 10/9/2024

Contract should be in DocuSign by: 9/18/2024

Agenda Planning Date: 9/26/2024

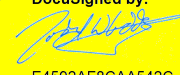
Printed packets due in Finance: 9/24/2024

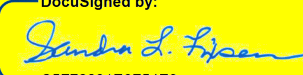
Management Update: 9/24/2024


BOC upload / Board Session email: 9/25/2024

BOC Session Presenter(s) _____ Code: Y

REQUIRED APPROVALS

DocuSigned by:  9/17/2024
E4592AE8CAA542C
 Finance - Contracts _____ Date

DocuSigned by:  9/19/2024
G6F72234E6F54E3
 Contract Specialist _____ Date

Signed by:  9/18/2024
60C98A6F708240B
 Legal Counsel _____ Date

DocuSigned by:  9/18/2024
DC10351240DE4EC
 Chief Administrative Officer _____ Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 9, 2024

Department: Business Services

Title: Risk and Claims Management Information System

Management Update/Work Session Date: October 1, 2024 Audio/Visual aids

Time Required: 15 minutes Contact: William White Phone: 503-373-4423

Requested Action:
Department is seeking approval of the 5-year contract between Marion County Business Services and Origami Risk LLC to provide a risk and claims management information system.

Issue, Description & Background:
Marion County's Business Services Department Risk Management program is responsible for the County's loss prevention and loss control initiatives, self-insured insurance claims administration, and purchasing insurance.

The County is contracting with Origami Risk LLC to provide a risk and claims management information system that will meet the Marion County Business Services' process flows and requirements in claim and incident reporting management, HIPAA and PI document storage, state document retention policies, OSHA log requirements and reporting.

Financial Impacts:
Fees for the first year of the recurring subscription fees and all one-time fees in the amount of \$221,025.00 will be invoiced and due upon execution of this contract. Fees for ongoing contract years in the amount of \$118,650.00 are due annually upfront on each anniversary date thereafter.

Impacts to Department & External Agencies:
Improved accuracy in loss and incident data collection; improved ability to analyze loss data for prevention practices and risk financing; improved loss reporting to departments for identifying trends or spikes in losses; improve ability to self-administer liability claims, giving better service to departments; and develop the ability to provide more accurate insurance policy gap analysis with an off-premises solution.

List of attachments:
CRS, Origami Subscription Service Agreement, Exhibits A-D

Presenter:
William White & Tamra Goettsch

Department Head Signature:
Tamra Goettsch Digitally signed by Tamra Goettsch
Date: 2024.09.17 11:53:34 -07'00'



SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of the date signed by all parties (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and Marion County, a political subdivision of the state of Oregon (“**Client**”). Origami and Client hereby agree as follows:

1. DEFINITIONS.

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Client Support**” means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

“**Configurations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to this Agreement as set forth in any Order Form or Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Order Form**” means any order form setting forth subscriptions, hosting, data processing or other Service-related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Order Form is attached hereto as Exhibit A.

“**Professional Services**” means professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in an Order Form and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work setting forth Professional Services to be performed by Origami for Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Exhibit B.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Configurations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Configurations, and all Intellectual Property Rights subsumed therein.

2. SERVICE.

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access and use the Service via the Internet pursuant to subscriptions set forth in an Order Form. Client’s Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and each applicable Order Form, Statement of Work and Documentation.

(b) **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit C (the “Service Level Agreement”). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.



(c) **Restrictions.** Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) **Users.** Client may permit the number of authorized Users as set forth in the Order Form to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Order Form and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Order Form or Documentation. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for

administrative or security purposes, no User may use the username/user identification or password of any other User. Client shall be responsible for the acts and omissions of its Users as if they were undertaken by Client itself. Further, Client shall be responsible for ensuring that its Users utilize appropriate security practices and are given appropriate permissions for their usage of the Service.

(e) **Third Party Access.** Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and each applicable Order Form and Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, and each applicable Order Form, Statement of Work, and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, each applicable Statement of Work, Order Form, Documentation, and the applicable Third Party Terms by each Client Party.

(f) **Client Support and Professional Services.** During the term of this Agreement, Origami will provide Client Support and Professional Services to the extent set forth in an Order Form or Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(g) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of



the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth at <http://www.origamirisk.com/product-requirements>; (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to perform its obligations hereunder (and Origami shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Order Form or Statement of Work.

(h) **Client Warranty.** The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(i) **Non-Origami Events.** Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement

or any Order Form or Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(j) **Mobile Service.** The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. INTELLECTUAL PROPERTY RIGHTS.

(a) **Origami Intellectual Property Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the



Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in an Order Form or Statement of Work, and Client shall have no other right to use any Work Product.

(b) **Client Data.** Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 90 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, and provided Origami shall give Client sufficient time to review and approve, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

(c) **Notices of Infringement.** In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. FINANCIAL TERMS.

(a) **Fees.** Client shall pay to Origami the Fees set forth in any Order Form or Statement of Work or as otherwise agreed in writing by the parties.

(b) **Expenses.** Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

(c) **Taxes.** Client shall be liable for any taxes (including without limitation sales, use, excise and gross receipts taxes), charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Origami's income. All such taxes may be included in amounts invoiced by Origami to Client.

(d) **Payments.** All Fees under this Agreement shall be payable by Client in accordance with the applicable Order Form or Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at 1.5 percent per month. Except as provided in Sections 7(b) and 9(a), all Fees paid hereunder are non-refundable. Without limiting Origami's other rights and remedies, if Client does not pay a correct overdue invoice within 15 days after receiving notice from Origami of nonpayment unless Client has notified Origami of a good faith dispute prior to such time, then Origami may suspend Client's access to the Service and any other services until Origami receives such payment, and Fees shall continue to accrue during any such period; provided that this shall not be deemed to limit Client's right to the return of its Client Data pursuant to Section 3(b) of this Agreement.

5. CONFIDENTIALITY.

Confidential Information. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Order Form or Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents, Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section. The Receiving Party shall be responsible and liable



for any breach of this Section by any of its Representatives. If Origami receives or transmits protected health information which is subject to the rules of the Health Insurance Portability and Accountability Act, Origami shall enter into a Business Associate Agreement with Client, which shall become part of this Agreement, if attached hereto.

Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

(a) **Exclusions.** The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(b) **Return of Confidential Information.** Upon termination or expiration of this Agreement, the Receiving Party will promptly return or destroy any Confidential Information in the possession or control of the Receiving Party. Origami's obligation to return and destroy Client Data is set forth in Section 3(b).

6. DATA SECURITY.

(a) **Audit Report.** Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(b) **Safeguards.** Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami

materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

(c) **Notification.** Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data. Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

7. TERM AND TERMINATION.

(a) **Term.** This Agreement shall commence on the Effective Date and continue until all subscriptions to the Service hereunder and Statements of Work have expired or been terminated sooner in accordance with this Section. The term of each subscription shall be as specified in the applicable Order Form, and the term of each Statement of Work shall be as specified therein (or, if not specified, shall run until the completion of the applicable Professional Services thereunder).

(b) **Termination for Breach.** This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this paragraph, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client. If Origami terminates the Agreement for Client's breach in accordance with this paragraph, Client shall pay Origami for the work performed through the the termination date if such work was performed in accordance with the Agreement. Client shall not be liable for indirect or consequential damages. Termination shall not result in a waiver of any other claim a party may have against the other.



(c) **Termination for Insolvency.** Either party may terminate this Agreement if the bankruptcy or insolvency action described in this paragraph is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing, if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due, (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, (iii) is dissolved or liquidated or takes any company action for such purpose or ceases to exist as a going concern, (iv) makes a general assignment for the benefit of creditors, or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell all or substantially all of its property or business.

(d) **Events Upon Termination.** Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

(e) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 3, 5, 7(d), 7(e), 8(c), and 9 through 13, as well as all payment obligations, shall survive.

8. LIMITED WARRANTY.

(a) **Service Warranty.** Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's sole remedy for any breach by Origami of the warranty provided in this Section shall be replacement of the nonconforming Service, at Origami's sole expense, as described herein. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami an incorrect notice of an apparent nonconformity all time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client Support hours, or, if Client Support hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

(b) **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a workmanlike, professional and commercially reasonable manner consistent with the

standard of care exercised by other companies comparable to Origami in the same industry, trade, or profession. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, CLIENT SUPPORT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

(iii) Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client



Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

9. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification.** Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense and as Client's sole remedy therefor (other than the indemnification obligation set forth above), either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

(b) **Exclusions.** Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

(c) **Conduct.** Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

10. INDEMNIFICATION BY CLIENT.

Client agrees to indemnify, defend and hold harmless

Origami, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a Client Party in connection with Client Data; (b) a Client Party's violation of any Federal, state or local law, rule or regulation relating to such Client Party's collection and use of any Client Data; (c) a claim, which, if true, would constitute a breach of Client's representations and warranties under this Agreement.

11. LIMITATION OF LIABILITY.

(a) **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

12. EXPORT CONTROL.

(a) **Export.** Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at <http://www.bis.doc.gov>; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity



on the lists of prohibited entities and persons maintained by such office, currently available at <http://www.ustreas.gov/ofac>.

(b) **Disclaimer.** Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada, the United Kingdom and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. GENERAL.

(a) **Notices.** Any notice, request, demand or other communication (each, a “**Notice**”) given pursuant to this Agreement must be in writing and delivered to the other party by either personal delivery, Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or e-mail at the address of such party listed on the signature page to this Agreement. A party may change its address by giving Notice pursuant to this Section.

(b) **Assignment.** Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or transfer this Agreement without Client’s prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(c) **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(d) **Publicity.** Without prior written approval of the other party or as otherwise set forth in a Statement of Work or Order Form, neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(e) **Entire Agreement; Amendments.** This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement

between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(f) **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

(g) **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of either party shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of either party according to law.

(i) **Dispute Resolution; Arbitration.** If a dispute arises out of or relates to this Agreement or a breach thereof, the parties shall first try to resolve their dispute through informal and good faith negotiation. Any demands, claims or controversies arising out of or relating to this Agreement, (including, but not limited to, fees or costs, breach of contract, or tort claims), shall be settled by non-binding arbitration. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with ADR Systems of America. The arbitration will be conducted in accordance with the ADR Systems of America Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will select one arbitrator from ADR Systems of America’s panel of neutrals and will share equally in the costs. The prevailing party shall be awarded



attorneys' fees. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and advisors.

(j) **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement (except for payment) because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a "**Force Majeure Event**"), nor shall any such failure or delay give any party the right to terminate this Agreement.

(k) **Certain Remedies.** Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami's breach of Section 3(b) or 5 of this Agreement or Client's breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

(l) **Counterparts.** This Agreement and each Order Form and Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Order Form or Statement of Work by PDF or other electronic means shall be as effective as delivery of a manually executed

counterpart of this Agreement or such Order Form or Statement of Work.

(m) **Insurance.** Insurance requirements applicable to this Agreement are set forth in Exhibit D.

(n) **Piggybacking.** Client hereby agrees that, to the extent agreed by Origami, any other federal, state or local governmental entity in the United States may rely on (and "piggyback" on) the terms and conditions of this Agreement, including the process used to enter into this Agreement; provided that any resulting agreement between Origami and any such governmental entity shall be a separate contractual agreement and shall not impose any obligations or liability on Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC

MARION COUNTY, OREGON

By: See Origami Risk LLC signature page

By: See Marion County Signature Page

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Address: 222 N. LaSalle St.
Suite 2100
Chicago, IL 60601

Address: _____

Email: legal@origamirisk.com

Email: _____

**SIGNATURE PAGE FOR SOFTWARE SUBSCRIPTION AGREEMENT
RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM - BS-6125-24
between
MARION COUNTY and ORIGAMI RISK LLC**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Tamra Goettsch
E4D545951879444... 9/17/2024

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC... 9/18/2024

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
60C98A6F708240B... 9/18/2024

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
[Signature]
E4692AF8CAA642C... 9/17/2024

Marion County Contracts & Procurement Date

ORIGAMI RISK LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____



**EXHIBIT A
ORIGAMI RISK ORDER FORM**

CONTACT INFORMATION	
Client: Marion County, Oregon Address: 555 Court Street NE STE 4250 Salem, Oregon 97301 Primary Contact: Tamra Goettsch Primary Contact Email: tgoettsch@co.marion.or.us	Bill To Contact: MCBS-Billing Bill To Email: mcbs-billing@co.marion.or.us Is purchase order (PO) required? <input checked="" type="checkbox"/> Upon entering into this Order Form, please send any POs, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS
Subscription Term: 60 Months Effective Date: Effective Date (as defined in the Agreement)

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
EHS - Safety Management	Up to 2,999 Users
EHS - Occupational Health (OH)	Up to 2,999 Users
GRC – Enterprise License – Enterprise Risk Management (ERM)	Up to 2,999 Users
RMIS	Functionality Selected
Claims Admin User(s)	3 Claims Admin User(s)
Admin Support Users	2 Special License(s)
Department Users	30 Special License(s)
Enterprise-Wide Record Entry	Up to 1,000 records added per year
Annual Total: \$158,620.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage - GovCloud	Up to 5 GBs of Database Size – Hosted on AWS GovCloud
Free Searchable File Attachment Storage	Includes 50 GBs of Searchable file storage
Additional Non-Searchable File Attachment Storage	100 Additional GBs of Non-Searchable File Attachment Storage
Annual Total: \$35,650.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
Claim Only Feed - from WC TPA, CCMSI	Daily Feed From CCMSI (WC Claims; no adjuster notes nor individual financial transactions needed)
Annual Total: \$11,500.00	

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to five (5) hours of Client Support services per month beginning on the Effective Date.
Annual Total: \$15,000.00	



Annual Fees (before discount):
 \$220,770.00
Discount (applied to \$220,770.00):
 (\$102,120.00)
Total Annual Fees: \$118,650.00

BILLING DETAILS AND ADDITIONAL TERMS

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/service-descriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

Special Product Descriptions:

Department Users – These users will have the ability to create new & view existing Dashboards & Reports to analyze/display data only for their Department. These users will have the ability to review their Department/Location information and also have the ability to report new incidents as well as identify new risks and collaborate on existing risks within the ERM Risk Register. Department Users do not have access to Administration features or Extended Functionality features.

Admin Support Users – These users will be used by Client’s Admin support team members to provide/enter information (primarily claim payment/accounting type payment information entries) into the Origami system and perform administrative tasks in the system. Admin Support Users do not have access to Administration features or Extended Functionality features.



ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

MARION COUNTY, OREGON

By: See Origami Risk LLC signature page

By: See Marion County Signature Page

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B STATEMENT OF WORK

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Marion County, Oregon (“Client”). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami (the “Agreement”), into which it will now be integrated as this Exhibit B. Capitalized terms used herein shall have the meanings set forth in the Agreement.

1. OVERVIEW

- A. This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date of the Agreement and continue until Go-Live (as described below).
- B. This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties that is attached as Exhibit A to the Agreement.
- C. Origami Risk will lead the project using our Project Management methodology as outlined in this document.
- D. The sole source of data to be converted in this SOW is from the QISS Claim Pilot system which contains approximately 10,000 historical claims with associated attachments.
- E. Client will be using the Origami system for new incident reporting via a portal solution and in house claims administration of GL, Auto APD/AL, Professional Liability and Property Claims.
- F. Workers’ Compensation (WC) claims are handled by Client’s Third Party Administrator (TPA) who is CCMSI. CCMSI provides full-service WC handling so no claims administration or related features to Workers’ Compensation are needed/included in this SOW.
- G. For check processing related to claims, checks/payments are produced outside the system by Client’s Finance Department and this will not be an interface. Once checks are cut by Finance, Client users will enter check details into the Origami system.
- H. Client will be using Origami’s Data Import Center to import employee details using the self-service tools to add new and update existing employee details.
- I. From a Safety functionality standpoint, Origami has provided for Origami standard out of the box solutions for OSHA Logs (300, 300A, 301) production, near miss reporting & management; Root-Cause Analysis and Corrective Actions; Safety Meeting Management & Origami’s standard Safety Management inspections. In addition, Origami will deploy standard out of the box Occupational Health standard inspections, Ergonomic standards and Industrial Hygiene standards
- J. Origami will deploy Enterprise Risk Management (ERM) functionality as identified below in the “ERM Configuration” section of this document.

Please see the below information and sections regarding further details on the scope of the project.



2. IMPLEMENTATION

A. Implementation Process

- i. Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed (“Go-Live”) when Client is able to utilize the Service for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami’s staging environment after Go-Live will incur additional hosting fees.
- ii. Client’s provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations in the preceding sentence may result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami’s bundled hourly rate after crediting Client for any remaining unused portion of the fixed price.
- iii. Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client’s continued and uninterrupted effort toward Go-Live. Based on the RFP requirements from the Client, Origami estimates that it will need to provide 1,348 hours of Professional Services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). The breakout of these hours is 223 hours for Enterprise Risk Management (ERM), which includes training and Project Management hours. The remaining 1,125 hours are for RMIS and EHS deliverables, training and Project Management related to these RMIS/EHS deliverables listed below. If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements.

B. Implementation Scope

- i. Origami will work with Client to perform the following implementation tasks:

1.	<u>RMIS Configuration</u>	
1.1	<u>System Configuration</u>	
	Deliverable	Scope
1.1.1	System / Needs Analysis	Includes discovery and design discussions around overall system usage and deliverable-specific requirements.
1.1.2	Single Sign On (SSO)	Origami will assist Client with configuration of SSO between Origami and Client Active Directory using a SAML 2.0 compliant method. <u>Assumptions:</u> <ul style="list-style-type: none"> • Configuration of User Provisioning is not in scope
1.1.3	User Security	Configure of up to six (6) user security roles.
1.1.4	Workflow Configuration	Provide access to Origami’s standard Data Entry Events functionality (in System Administrative functionality) and provide up to forty-five (45) hours of Origami workflow configuration for the following domains: <ul style="list-style-type: none"> • Incidents • Claims



		<ul style="list-style-type: none"> • Root-Cause analysis & Corrective Actions • Safety Meeting Management • Audits/Inspections <p>This bucket of hours will also be used to configure variances to the Origami standards, to configure additional workflow not explicitly noted elsewhere, and to configure additional features and functionality. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
1.1.5	External Access / Portals	<p>Configure external user access via Anonymous/Assignment Portal features:</p> <ul style="list-style-type: none"> • Up to 1 Portal for the following modules: Incidents
1.1.6	Incident Form Configuration	<p>Configure Origami’s fields, codes and forms for Incident types: (1) Incident / Notice Only (2) Workplace Injury for employee, volunteers, work-crew injuries (3) Visitor Injury (4) Property Damage (5) Auto Liability (6) Auto Physical Damage (7) Road Hazards (8) General Liability (9) Near Misses (10) Safety/Security Incidents</p> <p>Includes Origami’s best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
1.1.7	Claim Form Configuration	<p>Configure Origami’s fields, codes and forms for the following Claim types: (1) Incident / Notice Only (2) Workplace Injury for employee, volunteers, work-crew injuries (3) Visitor Injury (4) Property Damage (5) Auto Liability (6) Auto Physical Damage (7) Road Hazards (8) General Liability (9) Near Misses (10) Safety/Security Incidents</p> <p>Includes Origami’s best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
1.1.8	Bank Accounts	<p>Configure up to two (2) bank accounts, including:</p> <ul style="list-style-type: none"> • Account number, routing number, bank information <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Bank Accounts will be used to capture payments made outside the Origami system. There are no payment requests nor payment processing in this SOW. Setup of these bank accounts is simply to allow for Client’s users logging of claim payments. • Client will provide bank account details (account number, routing number, bank name, bank main address to print on the check, starting check number) for each bank account enumerated above. • Client will manually enter debits and credits to each bank account in Origami.
1.1.9	Location Hierarchy Configuration	<p>Configure Origami’s fields, codes, and forms for a single Location form and an initial import of Location data into a single hierarchy.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will provide the data file in delimited or fixed width format using Origami’s standard layout. • Client will manually maintain location hierarchy via Origami UI. <p>Includes Origami’s best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
1.1.10	Origami Support for Import via Data Import Center	<p>Configure one (1) self service import spreadsheet for utilization with Origami’s standard Data Import tool (System Administration function) This spreadsheet will allow for Client to self-service import employee details</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Origami will create the spreadsheet for Client usage and provide training to Client of how to use the Data Import tool. Does not include ongoing loading of employee data by Origami.
1.1.11	Report Configuration	<p>Client will have access to Origami standard reports, as well as ad-hoc report tool and custom template builder.</p>



		<p>In addition to the standard report templates and custom ad-hoc report writer, Origami to provide up to forty (40) hours of assistance to configure standard Origami report templates and/or create custom template via Origami’s standard Custom Template Designer.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will provide examples of existing reports they wish to have recreated in Origami. <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
1.1.12	Dashboard Configuration	<p>Client will have access to the Origami standard dashboards.</p> <p>In addition to the standard dashboard functionality, Origami to provide up to twenty-five (25) hours of assistance to configure default dashboards using standard Origami dashboard widgets or custom widgets via Origami’s standard Custom Widget Designer.</p> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
1.1.13	Payment Processing Workflow / Approvals	<p>Client will leverage Origami’s standard financial types (Payment, Reserve, Recovery), buckets (Medical, Indemnity, Expense, Legal, Carrier Reimbursements), and financial categories.</p> <p>Origami will configure financial limits & approvals to escalate reserve changes and/or payments over a specified amount from an adjuster to a supervisor for approval. (Financial limits & approvals for reserves requires use of reserve worksheet.)</p>
1.1.14	Mail Merge / Forms / Letters	<p>Origami to provide Client with standard out of the box Mail-Merge functionality. In addition to turning on this functionality, Origami will provide up to twenty (20) hours of configuration of mail-merge templates.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • The fields required on the mail merge forms exist within Origami.

1.2	Convert Legacy System [QISS Claim Pilot system]	
	Deliverable	Scope
1.2.1	Prior System Conversion	<p>Origami will convert the legacy data from the QISS Claim Pilot system and import into the Service. Legacy data will include:</p> <ul style="list-style-type: none"> • Claims • Incidents • Transactions • Notes • Tasks • Financials • Locations • File Attachments <p><u>Includes:</u></p> <ul style="list-style-type: none"> • Includes 1 test conversion and 1 live conversion. <p><u>Assumptions:</u></p>



		<ul style="list-style-type: none"> • Client will provide Origami with a full backup of the QISS Claim Pilot database including system schema and field definitions documentation. If database is vendor-hosted, Client will coordinate data extract and transmission to Origami with vendor. This includes final data for go-live. • Client will be required to extract files stored in database as physical files from binary to be imported into Origami. • Xybion, NoSQL or Mongo databases must be exported to flat files. • Client will be responsible for necessary data cleanup prior to submission of final go live database. Alternatively, Client may work with Origami to prepare cleanup scripts that can be repeated for final go-live database after transmission. Origami will not create new cleanup scripts or participate in data cleanup after go-live database is transmitted • Client has knowledgeable resource(s) available to assist with mapping legacy data to Origami. • File formats will remain the same between test and live conversion.
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1.3	<u>Loading Carrier / TPA Claims Data for Data Processing</u>	
	Deliverable	Scope
1.3.1	Carrier / TPA Claims Data Conversion	<p>Convert and load the initial system data from the source named below:</p> <ul style="list-style-type: none"> • Daily Import into Origami of Claims Only details (no need for individual transactions) data from CCMSI <p><u>Includes:</u></p> <ul style="list-style-type: none"> • Includes 1 test conversion and 1 live conversion. <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Origami will provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below. • File formats will remain the same between test and live conversion.

2.	<u>EHS Configuration</u>	
2.1	<u>System Configuration- Safety Management</u>	
	Deliverable	Scope
2.1.1	Audit / Inspection / Observations Configuration – Safety Management	Deploy Origami’s Standard Safety Management Audits/Inspections/Observations, and configure any requested updates to the standards
2.1.2	Root Cause Analysis (RCA) Configuration	<p>Configure Origami’s standard RCA functionality of either of the following types:</p> <ul style="list-style-type: none"> • (A) 5 Why methodology • (B) Fishbone
2.1.3	CAPA / Task Management Configuration	Configure Origami’s standard Corrective Action/Task functionality
2.1.4	OSHA Reporting Configuration	<ul style="list-style-type: none"> • Configure Origami’s OSHA 300, 300A, 301 report templates
2.1.5	Values Tracking Configuration	<p>Configure Origami standard Values Tracking for up to 2 Value Types, including an initial loading of Values data by location for the following value types:</p> <ul style="list-style-type: none"> • Hours Worked • Employee Count



		<p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will provide the data file in delimited or fixed width format using Origami’s standard layout. • Client will manually maintain values data via Origami UI.
2.1.6	Safety Meetings Configuration	<p>Configure Origami’s standard Safety Meetings functionality of the following types:</p> <ul style="list-style-type: none"> • Toolbox Talk • Safety Committee Meeting
2.1.7	Occupational Health	<p>Deploy Occupational Health out of the box Origami standards as follows:</p> <ul style="list-style-type: none"> • Origami to deploy out of the box “Occupational Health” standard inspections and audits • Origami to deploy Ergonomics functionality to out of the box standards • Origami to deploy Industrial Hygiene functionality to out of the box standards

3.	ERM Configuration
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3.1	System Configuration- ERM	
	Deliverable	Scope
3.1.1	Deploy Origami standard ERM Functionality	<p>Origami will:</p> <ul style="list-style-type: none"> • Configure Risks Scoring using up to 2 Factors, 1 Methodology, and 1 Lens • Configure 1 Risks Form and 1 Risk Assessment Workflow • Configure 1 Control Form • Configure 1 Action Plans Form • Configure 1 Objectives Form <p>Client will:</p> <ul style="list-style-type: none"> - Provide specifications, direction, and feedback as needed by Origami in a timely manner. - Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client. <p>*In the event that additional hours in excess of the hours allocated herein are needed to complete the implementation deliverable, the parties may enter into a separate amendment or statement of work to purchase such additional hours.</p>

4.	Deployment
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	Deliverable	Scope
4.1	User Acceptance Testing (UAT) Support	<p>Provide up to thirty (30) hours of support for UAT.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will create UAT test plan and execute all UAT scenarios. • In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.



4.2	Training	<p>Provide up to twenty-four (24) hours of training to Client for RMIS/EHS deliverables and eight (8) hours of training for ERM in year 1 of this SOW and provide additional training each subsequent year as needed. Time preparing for and conducting training are included in these hours. Professional Service hours will be eroded for training in future years if additional training is elected by Client. Training will be provided at Client offices or online at the Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach. • If training is to be provided in Client office, Client will provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training. <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
4.3	Go-Live Support	<p>Provide go-live support for 45 days following delivery of all the deliverables listed in this Implementation Scope section to address any issues in connection with the Implementation Scope described in this section.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Issues/requests relating to expanded scope will be addressed using Client's ongoing support hours.

5 Project Management		
	Deliverable	Scope
5.1	Project Management	<p>Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below:</p> <p><u>Origami will:</u></p> <ul style="list-style-type: none"> • Schedule and lead initial kickoff call or meeting. • Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project. • Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time.



		<ul style="list-style-type: none">• Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline.• Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability. <p><u>Client will:</u></p> <ul style="list-style-type: none">• Participate in status calls and working meetings.• Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline• Coordinate all activity within Client's organization to complete Client's tasks on the project schedule.• Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule
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3. CLIENT ROLES AND RESPONSIBILITIES

- A. Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- B. Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. More detailed responsibilities will be provided after project kickoff based on system requirements. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- C. Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- D. Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- E. Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- F. Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- G. For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- H. Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- I. Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- J. Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- K. Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.
- L. Upon Origami's completion of the deliverables set forth above, Client will provide written acknowledgment of Go-Live.



- M. At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

4. PRICING AND INVOICE SCHEDULE

- A. Origami will invoice Client \$102,375.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of this SOW by both parties and due in accordance with the terms of the Agreement.
- B. Origami will invoice Client \$118,650 for the purchased subscriptions as stated in the Billing Details and Additional Terms section of the Origami Risk Order Form (Exhibit A).
- C. If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

5. SPECIAL REQUIREMENTS

- A. Origami Responsibilities
Origami shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Agreement.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

MARION COUNTY, OREGON

By: See Origami Risk LLC signature page

By: : See Marion County Signature Page

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

1. SYSTEM AVAILABILITY

- A. The Service will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the “Availability Requirement”). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami will schedule downtime between 9:00 PM Eastern Time and 2:00 AM Eastern Time with an aim for such downtime to occur over the weekend . Origami Risk will post system availability statistics quarterly.
- B. “Excluded Event” means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami’s or its direct service providers’ reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client’s affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client’s equipment or non-Origami software. The Availability Requirement applies only to Origami’s production environment and not to Origami’s staging environment.
- C. Service Credits:
- i. In the event there is a material failure of Origami’s service to meet the Availability Requirement (a “Service Level Failure”) in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (e.g., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a “Service Credit”). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, client support fees, professional services fees or any other prepaid bundled fees other than licensing fees.
 - ii. If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.
 - iii. For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

2. BACKUP AND RECOVERY

- A. Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.



3. NOTICES

- A. Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.
- Emergency: Receive emails concerning outages and other system problems
 - Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

4. SERVICE REQUESTS

- A. Origami Risk will respond to service related incidents or issues within the following time frames:

i. Urgent Requests

- a. An urgent request for service concerns a new development in the production instance of the Service that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word “Urgent” in the subject line. An urgent request made between 7:00 AM CT and 7:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

ii. Normal Requests

- a. A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

5. SECURITY

- A. Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client’s system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.
- B. System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user’s password and unlock the user account.
- C. Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.



- D. Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.



**EXHIBIT D
INSURANCES**

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon:
- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
 - ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:
 - Required by County** **Not required by County.**
 - \$1,000,000 Per occurrence limit for any single claimant; and
 - \$2,000,000 Per occurrence limit for multiple claimants
 - Exclusion Approved by Risk Manager
 - iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
 - Required by County** **Not required by County.**
 - \$10,000,000 General Aggregate; and
 - \$5,000,000 Per occurrence limit for multiple claimants
 - Exclusion Approved by Information Technology Director and Risk Manager
 - iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:
 - Required by County** **Not required by County.**
 - Minimum Limits:**
 - \$1,000,000 Per occurrence limit; and
 - \$2,000,000 General Aggregate
 - Exclusion Approved by Risk Manager
 - \$500,000 Per occurrence limit for any single claimant
 - \$1,000,000 Per occurrence limit for multiple claimant



- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
 - \$500,000 Per occurrence limit for any single claimant; and
 - \$1,000,000 Per occurrence limit for multiple claimants
 - Exclusion Approved by Risk Manager
- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - C. **NOTICE OF CANCELLATION OR CHANGE.** Contractor shall provide notice to County if there is any cancellation, material change or non-renewal of insurance coverage(s) such that it is in breach of its requirements set forth herein. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for termination of this Contract by County as set forth in Section 7 of the Contract.
 - D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.