AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of April 15, 2015 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Computer Options, Inc., a California Corporation, D/B/A Convergent Computing/CCO (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified independent Microsoft Professional Services provider, experienced in Microsoft Windows Active Directory and Exchange Server technologies; and

WHEREAS, in the judgment of the Board of Supervisors and Director of the Human Services Department it is necessary and desirable to employ the services of Contractor for Information Technology services to upgrade the Human Services Department (HSD) Windows Active Directory infrastructure and Exchange email system,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents: The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- Exhibit A: Scope of Work
- Exhibit B: Fiscal Provisions / Budget
- Exhibit C: Insurance Requirements
- Exhibit D: Assurance of Compliance
- Exhibit E: Workforce Investment Act (WIA)
- Exhibit F: Professional Licensure
- Exhibit G: Media Communications
- Exhibit H: Content Online Accessibility
- Exhibit I: Software-Computer Purchase Online Accessibility
- Exhibit J: Adverse Actions / Complaint Procedures
- Exhibit K: Lobbying Certification
1.2. Contractor's Specified Services.
Contractor shall perform the services described in “Exhibit A: Scope of Work” (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.
For all services and incidental costs required hereunder, Contractor shall be paid on a time only basis in accordance with the budget set forth in “Exhibit B: Fiscal Provisions/Budget” (hereinafter “Exhibit B”), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Thirty-One Five Hundred Twenty Eight Thousand Dollars ($131,528.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.
Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. **Overpayment.** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County’s option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. **Term of Agreement.**

The term of this Agreement shall be from 04/15/2015 to 04/15/2016 unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

4.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. **Change in Funding.** Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.
4.4. **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.17 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. **Payment Upon Termination.** Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. **Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. **Indemnification.**

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. **Insurance.**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.
7. **Prosecution of Work.**

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. **Extra or Changed Work.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. **Representations of Contractor.**

9.1. **Standard of Care.** County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. **Status of Contractor.** The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. **Subcontractors.** No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.
9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and participants, and review of
all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. **Conflict of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. **Statutory Compliance.** Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.10. **Nondiscrimination.** Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. **AIDS Discrimination.** Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. **Confidentiality.** Contractor agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the Department of Social Services Manual on Policy and Procedures, to assure that: All applications and records concerning any individual made or kept by any public officer or agency in connection with the
administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that state from the federal government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

9.12.1 Contractor shall protect from unauthorized disclosure names and other identifying Contract information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the County without prior written authorization from the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

9.12.2 No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

9.12.3 Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph may be guilty of a misdemeanor.

9.12.4 Contractor understands and agrees that this provision shall survive any termination or expiration of this Agreement.

9.13 Electronic Confidentiality. In addition to any other provisions of this agreement, all parties to this agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.

9.13.1 Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2 Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3 Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in
the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Upon expiration or termination of this agreement, Contractor shall destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data.

9.13.5. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue throughout the term of the Agreement.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.16. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.17. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.18. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.
10. **Demand for Assurance.**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

11. **Assignment and Delegation.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. **Method and Place of Giving Notice, Submitting Bills and Making Payments.**

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

**TO COUNTY:**
County of Sonoma, Human Services Department
3600 Westwind Blvd.
Santa Rosa CA 95403

**TO CONTRACTOR:**
Computer Options, Inc.
1450 Maria Lane
Walnut Creek, CA 94596

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.
13. **Miscellaneous Provisions.**

13.1. **No Waiver of Breach.** The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:
Computer Options, Inc., D/B/A Convergent Computing/CCO

By: Rand Morimoto
Name: Rand Morimoto
Title: President
Date: 3/23/15

COUNTY OF SONOMA:

By: Jerald C. Dunn
Name: Jerald C. Dunn
Title: Director
Human Services Department
Date: 

APPROVED AS TO SUBSTANCE FOR COUNTY

By: Karen Fies
Name: Karen Fies
Title: Assistant Director
Human Services Department

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

[ ] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES

APPROVED BY RISK MANAGEMENT

By: Julie Sabat-Meaday

PSA/HSD - Revision F, January 2013 12
Exhibit A: Scope of Work

1. Project Overview

Professional services to upgrade the County's Human Services Department (HSD) Microsoft Active Directory and Email Exchange system(s).

2. Services to be Provided

Activities to be provided will be, at a minimum, those included in the Request for Proposal (RFP) for Active Directory and Exchange Upgrade Services. Contractor will provide the following services based on a phased approach with a timeline agreed upon with HSD Information Technology (IT) staff:

2.1. Discovery, Assessment and Planning

This first phase will begin with a discovery of existing systems and components related to the project. Contractor will review and incorporate into the planning process systems and components that integrate with Active Directory or Exchange or are needed for optimal operation. These components may include, but are not limited to:

- AD/Exchange integration applications
- SMTP relay sources
- GPOs
- Reverse proxy
- Anti-malware, anti-spam components
- Security and compliance components – encryption, eDiscovery, auditing and monitoring systems, etc.
- Existing system documentation, especially business continuity processes

The assessment effort will follow the discovery effort and Contractor will provide a readiness review of key systems including AD, Exchange, DNS, DHCP, GPOs, WINS, mail flow. More systems may be added to the assessment effort based on the discovery results.

The outcomes of both the discovery and assessment efforts will then be used as the core information for the planning effort. In the planning phase, Contractor will identify each component of the final state of the system post migration. The detailed architecture and configuration of each component will be identified and key decisions made. The migration process to achieve the desired final state will be decided upon along with timelines and division of responsibilities between HSD staff and Contractor.

The deliverables of the first phase will include a 10-15 page design document outlining key factors about the existing state of the system, the detailed architecture for the final desired state and the migration process used to achieve the final result.
A high level project plan identifying order of operations, responsible parties and overall project timeline will also be provided.

Please note that unlike the previous AD/Exchange upgrade executed by Contractor for County, a prototype upgrade phase is no longer considered a common best practice due to advances in the reliability and robustness of the platforms involved.

Please note that the initial discovery, assessment and planning phase may result in minor changes to the subsequent phases and tasks below.

2.2. Build Phase

In the build phase, Contractor will provide the deployment of all new systems including Exchange, Active Directory, reverse proxy and any other required systems identified in the design. The phase will also include the configuration and integration of each system and component as called out in the design.

As part of this phase, Contractor will complete the following tasks:

- Active Directory
  - Deploy new domain controllers
  - Deploy new DHCP/WINS servers
  - Extend schema for AD 2012 (R2)
  - Configure DNS, GC on each domain controller
- Exchange
  - Install Exchange servers
  - Configure DAG and databases
  - Configure and test load balancing
  - Configure CAS service points
  - Publish and test reverse proxy
  - Evaluate options for the replacement / removal of Quest Collaboration for AD free/busy between two discrete Exchange domains
  - Integrate and test other integrated systems
  - Reconfigure SMTP relay sources
  - Configure and test backup, AV
  - Test business continuity
- Conduct knowledge transfer
- Documentation

2.3. Logistics Preparation

In parallel with the build phase, Contractor will create and implement a framework to support the planning project. This phase’s effort is focused on ensuring a quality outcome and an optimal user experience.
As part of this phase, Contractor will complete the following tasks:
- Create logistics framework
  - Communication plan
  - Training plan/User impact plan
  - Testing plan
  - Finalize pilot plan including participants
  - Deployment plan and timeline
- Implement framework
  - Execute initial phases of communication plan (awareness and preparation)
  - Finalize testing plans
  - Execute pre-pilot test plans at conclusion of build phase

2.4. Active Directory Upgrade
Once the environment and project framework are in place, the Active Directory upgrade will proceed. This process is typically executed during maintenance windows and will therefore be executed in parallel with the next phase (Exchange Pilot).

As part of this phase, Contractor will complete the following tasks:
- Promote new domain controllers
- Migrate FSMO roles
- Ensure healthy replication and configuration
- Swap domain controller IPs
- Migrate DHCP/WINS services
- Demote legacy DCs
- Execute safe retirement process for final legacy domain controller
- Execute post upgrade tasks
  - Raise functional level
  - Implement recycle bin
  - Implement AppLocker for domain controller security
- Conduct additional knowledge transfer
- Update documentation

2.5. Exchange Migration Pilot
In parallel with the Active Directory upgrade, Contractor will prepare for and execute a two-stage pilot effort: migrating the first 10-15 IT users and then 15-25 business users to the new Exchange 2013 platform.

As part of this phase, Contractor will complete the following tasks:
- Cutover Internet presence to Exchange 2013
• Migrate pilot mailboxes
• Support pilot users
• Conduct additional knowledge transfer
• Finalize documentation

2.6. Exchange Migration
With the successful completion of the pilot, full paced mailbox migrations can begin. The final pace for this phase will be determined during the pilot phase based on the desired timeline, deployment planning and pilot benchmarks. In this phase, Contractor will include the migration of no less than 95% of remaining mailboxes.

As part of this phase, Contractor will complete the following tasks:
• Migrate mailboxes; Full paced mailbox migration will include migration of 100 mailboxes per day 5 days per week.
• Support users

2.7. Post Implementation Support
Contractor is familiar with both the overall migration process and HSD’s environment having provided the last AD/Exchange Upgrade. Therefore, Contractor will allocate up to 10 days (or 80 hours) of post implementation support time for a period of 30 calendar days after acceptance by HSD, as needed.
• Project training will consist of distribution of instructions electronically.

2.8. Decommissioning and Clean up
At the completion of the mailbox migration, Contract will provide project decommissioning and clean up tasks.

As part of this phase, Contractor will complete the following tasks:
• Retire Exchange 2007 servers
• Conduct final health review for Active Directory and Exchange

2.9. Quality Control
Quality control for the project will center on the creation and execution of testing plans as part of the logistics efforts for the project. The work will be orchestrated by the project management team using a detailed testing plan and testing execution tracking document.

The testing plans will include provisions for testing directory changes, directory access, messaging connectivity, mail flow, messaging hygiene and specific user experience components. The plans will include designations for which phase each
test is relevant to and sign off for testers. Testers will be HSD staff outside of the core project team to ensure independent testing outside of project team testing. Depending on needs determined during the planning phase, reporting for quality control can vary from detailed breakdown spreadsheets (commonly used for AD/Exchange upgrade projects as testing plans are typically relatively simple and linear) to consolidated dashboards.

3. County Responsibilities

3.1. HSD will ensure that all existing systems are healthy and stable for the duration of the project.

3.2. HSD will provide completion of HSD-owned tasks within 2 business days of identified due dates.

3.3. HSD will provide access to HSD IT staff for knowledge transfer and key decisions based on project schedule.

3.4. HSD will provide direct user support.

3.5. HSD will provide direct access to client systems for Contractor's project team members. Access provided will include the privileges required to execute project tasks.

3.6. HSD will work with Contractor to determine whether the ISA server will be replaced by a no-cost replacement (ARR) or an HSD-provided solution.

3.7. HSD will provide high availability (server recovery) using multiple application servers.

3.8. HSD will base disaster recovery (site recovery) on backup and restore.
Exhibit B: Fiscal Provisions / Budget

1. Payment For Services

1.1. Contractor shall be compensated for providing services under this Agreement when services are ordered by County staff and satisfactorily performed by Contractor. The total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum total set forth in Article 2, Payment, of the Agreement.

1.2. Contractor shall receive reimbursement for services provided by submitting an itemized invoice on a weekly basis in a form approved by County’s Auditor and the Director of the Human Services Department that show or include (i) the task(s) performed as detailed in Exhibit A; (ii) the date and time devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s) as detailed in this Exhibit.

1.2.1. Invoices will include Contractor name, address, phone number, or letterhead that includes the same information.

1.2.3. Invoices shall be submitted to:

Kishore Jayaswal, Senior Department Information Systems Manager
County of Sonoma Human Services Department
3600 Westwind Boulevard
Santa Rosa, California 95403
kjayaswa@schsd.org

1.3. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure hereunder by Contractor which is not within the limitations of the unit costs as set forth in this Agreement shall not be chargeable to County. Any such unauthorized expenditure shall be borne by Contractor.

1.4. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.

2. Budget

<table>
<thead>
<tr>
<th>Phase</th>
<th>Resource</th>
<th>Level of Effort</th>
<th>Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discover, Assessment and Planning</td>
<td>CCO Lead</td>
<td>64 hours</td>
<td>$14,400</td>
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<tr>
<td>Build</td>
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<td>Logistics Preparation</td>
<td>CCO QM</td>
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<td>Phase</td>
<td>Resource</td>
<td>Level of Effort</td>
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</tr>
<tr>
<td>-----------------------------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td>--------</td>
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<td>Active Directory Upgrade</td>
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<td>Decommissioning and Cleanup</td>
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<td>Project Total</td>
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<td>512 hours</td>
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*COSTS CALCULATED USING THE FOLLOWING RATES:

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<th>Resource</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>CCO Architect/Technical Lead</td>
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<tr>
<td>CCO Consulting Engineer (CE)</td>
<td>$205.00</td>
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<tr>
<td>CCO Quality/Project Manager (QM)</td>
<td>$185.00</td>
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</tbody>
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Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Contractor has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   d. County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3 AUTOMOBILE LIABILITY INSURANCE
   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
   b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall cover hired and non-owned autos.
   d. Required Evidence of Insurance: Certificate of Insurance.

4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE
   a. Minimum Limit: $1,000,000 per claim or per occurrence.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
   e. Required Evidence of Insurance: Certificate of Insurance.

5 STANDARDS FOR INSURANCE COMPANIES
   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6 DOCUMENTATION
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in
Sections 1 – 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is:
   County of Sonoma, its Officers, Agents, and Employees
   Attn: Contracts Unit
   2227 Capricorn Way Suite 100
   Santa Rosa, CA 95407.

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7 POLICY OBLIGATIONS
Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8 MATERIAL BREACH
If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.