

ATTACHMENT 1

DynTek Board Contract 06.30.2020

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and DynTek Services, Inc. with an address at 5241 California Avenue, Suite 150, Irvine, CA, 92617 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY wishes to retain CONTRACTOR to provide “Customized Implementation Plan” services, which are identified in “Phase A” of Exhibit A;

WHEREAS, COUNTY wishes to include in this Agreement an option to retain Contractor to provide additional “Implementation” services, which are identified in “Phase B” of Exhibit B, pursuant to the terms set forth in this Agreement;

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Andre Monostori at phone number 805-568-2606 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jason Gordon at phone number 951-271-1311 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Andre Monostori, Interim Assistant Director of General Services, 105 E. Anapamu, Santa Barbara, CA, 93101, 805-568-2606
To CONTRACTOR: Jason Gordon, Senior Account Executive, 5241 California Avenue, Suite 150, Irvine, CA, 92617, 951-271-1311

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES AND OPTION FOR ADDITIONAL SERVICES

CONTRACTOR agrees to provide “Phase A” services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. COUNTY shall have an irrevocable option (“Option”), upon written notice, to order additional “Phase B” services in accordance with EXHIBIT A during the term of the agreement. Any such Option shall only be exercised upon approval by the COUNTY Board of Supervisors. In the event COUNTY exercises this

option, CONTRACTOR shall provide the "Phase B" services to COUNTY in accordance with EXHIBIT B and subject to the terms of this Agreement. Under no circumstances shall COUNTY be required to exercise the Option.

4. TERM

CONTRACTOR shall commence performance of Phase A on July 15, 2020, and complete performance no later than December 31, 2020. In the Event that COUNTY exercises its Option as described in Section 3, this Term shall be extended until December 31, 2021 or such other time that parties mutually agree upon.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's Phase A services, CONTRACTOR shall be paid for performance of the Phase A services under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. In the event that COUNTY exercises its Option as described in Section 3 Scope of Services and Option for Additional Services, CONTRACTOR shall be paid for the performance of the Phase B services under this Agreement and in accordance with the terms of Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining

provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and DynTek Services, Inc..

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Department of General Services

CONTRACTOR:
DynTek Services, Inc.

By: Janette D. Pell
Janette Pell
Director

Digitally signed by Janette D. Pell
Date: 2020.07.01 09:25:38 -07'00'

By: _____
Authorized Representative


Name: _____

Title: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

Digitally signed by C. Edwin Price, Jr.
Date: 2020.07.01 09:28:40 -07'00'

APPROVED AS TO FORM:
Risk Management

By: Ray Aromatorio
Risk Manager
Risk Management

Digitally signed by Ray Aromatorio, Risk Manager
Date: 2020.07.01 11:57:02 -04'00'

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and DynTek Services, Inc..

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of General Services

CONTRACTOR:

DynTek Services, Inc.

By: _____
Janette Pell
Director

By: Peter Walsh
Authorized Representative

Name: PETER WALSH

Title: VICE PRESIDENT FINANCE
7/1/20

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

DynTek Services, Inc. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative. The services described in this Statement of Work are designated as either Phase A or Phase B. CONTRACTOR shall perform the services designated as Phase A . CONTRACTOR shall perform the services designated as Phase B if and only if the County exercises its Option as set forth in Section 3 of the Agreement.

COUNTY 's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or cancel the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension, delay, or contract termination under this provision and suspension, delay, or contract termination shall not constitute a breach of this Agreement

PHASE A1: O365 ANALYZE

Overview

DynTek starts all its engagements with analysis. The team assigned to your project will perform analysis, both current environment and your requirements, as appropriate to the needs of the solution.

Activities

The following activities will be performed during this phase of the project:

Client Environment Discovery

It is important at the outset of the deployment project to gather and capture information about the existing IT environment. Discovery activities provide a comprehensive and up-to-date record of the technology solutions implemented by our organization.

This process involves gathering information in the following areas:

- On-premises infrastructure servers and components
- Network architecture and DNS
- Authentication solutions
- Bandwidth
- Mail routing
- Review of Unified Messaging Requirements
- Review of Archiving Systems Requirements
- Review of Public Folder Requirements
- Certificates
- Hardware and software
- Mobile Devices
- Mailbox sizing and velocity/duration estimates for migration
- Office 365 CAS/HT integration design
- Review ADFS and CAS/HT integration
- Review AD Synchronization (AD Connect) installation and Hybrid Exchange
- Tenant provisioning (Setup Office 365 Account)
- Tenant DNS domain validation (registration of Client's Domain in Office 365)
- Tenant Partner of Record (POR) validation and recording

- Onsite review of County systems to capture information about existing environment, including usage patterns and administrative practices
- Identification of potential challenges in migration and proposed solutions
- Network, name services and connectivity planning
- Bandwidth assessment for on-going Office 365 operations
- Assessment and documentation of client configurations, including identification of necessary changes from current configuration standards
- Bandwidth and connectivity assessment to calculate migration cadence
- Assessment and documentation of client configurations, including identification of necessary changes from current configuration standards
- Bandwidth and connectivity assessment to calculate migration cadence

Deliverables

Current State documentation that provides an overview of the environment before the implementation of our solution. This document typically contains textual and graphical depictions of logical and physical network topology, rack elevations, configuration backups, IP address schemes, Vlan structure, current environment issues list, current and roadmap applications, as well as other pertinent information.

PHASE A2: O365 DESIGN

Overview

Based on the desired solution and understanding of the current state, the project team will develop a design and implementation plan. This is intended to be an interactive phase and will result in comprehensive design documentation, and a plan to efficiently implement the design.

Activities

Client Environment Design

It is important at the outset of the deployment project to gather and capture information about the existing IT environment. Discovery activities provide a comprehensive and up-to-date record of the technology solutions implemented by our organization.

This session defines the customer objectives and introduces the new features of the solution. There are two main components to the session- an overview of the business problem and the definition of customer objectives. The purpose is to translate the business problem and solution statements into a high-level solution and summarize how the solution could integrate with the customer's environment.

The Design sessions introduce customers to the features and functionality of the solution and demonstrate how those features are deployed to help meet the customers' requirements. Topics typically include defining Vision and Scope, building an Infrastructure Overview and the creation of a Solution Concept.

The following activities will be performed during this phase of the project:

- Develop Migration Plan and Roadmap
- Develop Migration Strategy
- Develop Designs for ADFS, AD Connect and Hybrid Exchange
- Design for Mail Flow, Coexistence and Messaging Requirements
- User identity, access and provisioning planning
- Exchange online services planning
- Skype for Business or Teams online services planning
- Office 365 services planning
- SMTP services planning
- Data loss prevention planning
- Plan for a comprehensive backup solution for Office 365 content and data
- Identification of all Microsoft licenses required for expected general and scenario specific use cases
- Identification and planning of role-based administration and the separation of duties following the principle of least privileges
- Identification and planning of necessary reports for performance, health and usage metrics of Office 365 messaging services, including administrator activities
- Compliance search, e-discovery, archive, mailbox quota and retention planning
- Planning for clean-up of existing data including AD attributes and email and contact contents
- Planning and design of conditional access for Microsoft Outlook, Outlook Web Access and managed mobile access configuration
- Planning for configuration of compliance, e-discovery, and archive components, including policies and roles-based access
- Planning for configuration of outlook web access and exchange active sync, including conditional access requirements where appropriate
- Preparation of reports for usage, performance and service health metrics
- Preparation of reports for auditing of administrative activities, including provisioning and de-provisioning, compliance/e-discovery activity, and configuration changes
- Exchange online service design
- Develop migration strategies from SharePoint 2013 to SharePoint online

- Develop migration strategies from Skype for Business 2015
- SMTP service configuration planning
- Secure messaging configuration planning
- Initial retention policy configuration planning
- Initial data loss prevention policy configuration planning
- Anti-spam and anti-malware protections configuration planning

Deliverables

At the conclusion of this phase, DynTek will provide design documentation that specifies the components and configurations expected for the solution. This will include a high-level design utilizing details gathered from the analyze phase. This will be the foundation on which the solution will be built and used as a reference to the proposed outcome of the implementation.

PHASE A3: SHAREPOINT ANALYZE AND DESIGN

Overview

This phase will allow DynTek's SharePoint experts to configure SharePoint Online, standardize procedures and processes, replication the on-premises environment and migrate content from the on-prem system to SharePoint online.

Activities

Step 1 Inventory

- Create Inventory off all webs/assets that will be migrated
- Assign Business and Technical owners to each asset
- Determine assets that are no longer needed and can be archived

Step 2 Design

Planning and Design sessions that would cover the following areas:

- SharePoint Systems Planning
 - Define Branding
 - Define Sites and Services Configuration
 - Integration with Office 365, define decisions on roadmap, and next steps
 - Investigate Design for Integration with OneDrive for Business
 - Review of SharePoint Online design features
 - Logical Architecture
 - Sites
 - Information Architecture
 - Authentication and Security
 - Content Management

- Maintenance and Monitoring
 - Analysis of the existing SharePoint sites
 - Analysis of Systems Integration requirements
- Creation of SharePoint Online Design
 - Logical Architecture
 - Sites
 - Information Architecture
 - Authentication and Security
 - Search Architecture
 - Content Management
 - Business Intelligence
 - Governance
 - Maintenance and Monitoring
- SharePoint Integration Planning
 - Flow implementation plan
 - Logic Apps implementation plan
 - Power Apps implementation plan
 - Azure AD OAuth apps implementation plan
- SharePoint Self Service and Provisioning Process Design
 - Methods for users to request new sites
 - Methods to apply branding to newly created sites
- Re-design custom solutions that are still needed or have no equivalent functionality in O365. Please note that Office 365 has many capabilities that can often be substituted for custom SharePoint solutions.

PHASE A: PROJECT MANAGEMENT

DynTek's Project Management Process

Overview

A Project Manager is assigned to all of DynTek's service engagements. The PM is responsible for the on-time and on-budget delivery of services to conform to the project scope. The PM has the following responsibilities:

- **Oversee** the delivery team to ensure people are in the right place at the right time and performing the services requested.
- **Manage** project risks before they become issues that could affect the successful outcome of your services engagement.
- **Communicate** project status to key stakeholders. This is done by maintaining an accessible log of project issues and action items, providing written status reports, and conducting regularly scheduled project status meetings.

Deliverables & Expectations

- Project Workbook containing a communication plan that details the project stakeholders, schedule and format of project status updates, a risks register, an issues log, and project schedule with work breakdown schedule.
- Internal project inception meeting
- Customer inception meeting
- Customer communications plan
- Customer status reporting
- Risk management and mitigation
- Project closure meeting
- Coordination of all required DynTek and customer project resources
- Handling of all required project escalations
- Handling of all required project change orders
- Ensure all project deliverables are completed, signed off on and handed over
- Tracking and approval of all project resource hours

Project Phases and Descriptions

DynTek uses a phased approach for all project delivery. DynTek follows this implementation framework for each of our projects. Certain key goals are paramount to this framework.

These goals include:

- Customer satisfaction
- DynTek employee satisfaction
- Ensuring project timelines are met
- Ensuring all project parties understand the overarching goals, scope and objectives of the project
- Ensuring all project parties understand the success criteria for the project
- Ensuring project escalations are handled in a timely and professional manner

The following constitutes a breakdown of DynTek's project delivery process, with descriptions of the approach for each phase and a brief summary of expected deliverables.

Phase 1: Analyze

Overview

DynTek starts all of its engagements with analysis. The team assigned to your project will perform analysis, both of the current environment and your requirements, as appropriate to the needs of the solution.

Deliverables

Current State documentation will be provided and will deliver an overview of the environment before the implementation of our solution. This document typically contains textual and graphical depictions of logical and physical network topology, rack elevations, configuration backups, IP address schemes, Vlan structure, current environment issues list, current and roadmap applications, as well as other pertinent information.

Phase 2: Design

Overview

Based on the desired solution and understanding of the current state, the project team will develop a design and implementation plan. This is intended to be an interactive phase and will result in comprehensive design documentation, and a plan to efficiently implement the design.

Deliverables

At the conclusion of this phase, DynTek will provide design documentation that specifies the components and configurations expected for the solution. This will include a high-level design utilizing details gathered from the analyze phase. This will be the foundation on which the solution will be built and used as a reference to the proposed outcome of the implementation.

PHASE A: CHANGE MANAGEMENT

Production Change Control

DynTek will not make changes to Client's environment without documenting those changes beforehand, communicating the proposed changes to Client, and receiving prior approval to make the changes. At the outset of the project, Client may elect to provide DynTek with written blanket approval to make production changes, and the conditions under which these changes may be made.

Scope of Services Change Control

DynTek follows a structured methodology with respect to managing unexpected scope changes. DynTek has included in the prior sections all of the steps necessary to accomplish the successful completion of the project; however, Client may decide to change the scope of the project. If items requiring a scope change are identified, the following are the high-level steps that we will follow to discuss these together:

- Discuss and confirm need for additional work
- Identify additional tasks and deliverables associated with the scope change
- Estimate the work effort associated with the additional tasks and deliverables
- Based on the work effort estimate, determine the impact on schedule and budget
- Augment the statement of work with a change request form if the project changes:
 - Require additional resources
 - Affect the project schedule or budget

Any change order signed by DynTek and countersigned by Client will become a binding contract amendment to this statement of work. If a change order thus approved contradicts the signed statement of work (or previous change orders), the most recent change order will govern.

PHASE A: PROGRAM MANAGER

The scope of business transformation programs generally has a multiplicity of requirements, deliverables, customers, stakeholders, departments, and interfacing organizations interacting with the work and is broad and strategic. Program managers are typically the primary driver for business transformation in their organizations. The DynTek program manager will be focused on the following:

- First 30 days will focus primarily on assessment at the program level.
- A wide-ranging well-defined change designed to achieve a strategic business objective for the County of Santa Barbara by the Program Sponsor.
- Engage with stakeholders and use relationships to map future possibilities focused on maximizing long-term value to the organization.
- Incorporate the project schedules at a summary level and manage the gaps and interfaces between the projects.
- Expect undefined risks to occur. Maintain adequate contingencies for future occurrences and seek new opportunities to create value.

PHASE B1: IMPLEMENT

Overview

During this phase, the project team will build the solution based upon the agreed upon design. DynTek will perform the build allowing for proper testing, staging, and production change management. At the end of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution.

Activities

The following activities will be performed during this phase of the project:

DIRECTORY SYNCHRONIZATION / USER ACCOUNTS

This approach uses the free utility, AD Connect from Microsoft to Synchronize Active Directory Accounts with Office 365 – all User accounts, Contacts and Security Groups are synchronized during this process. Adds/Deletes and updates to Office 365 are managed (mastered), directly through Active Directory as well.

Prerequisites

- Forest Functional 2003 or higher Active Directory
- Server 2016/2019 build
- All patches and updates complete
- Cloud Service Account
- Enterprise Administrator Credentials

Activities

- Production Build-Out
 - Addition of servers to the existing Active Directory
 - Configuration of Windows Server 2016/2019 per the design
 - Installation and configuration of Directory Synchronization Services
 - Configuration and test of AD synchronization with Office 365
 - Synchronize User Accounts in Active Directory with Windows Azure Active Directory Services

Deliverables

- Directory Synchronization Services
- User accounts, security groups and contacts created in Office 365
- Password Sync Configured (If Desired)

IDENTITY MANAGEMENT

Prerequisites

- Server 2016/2019 build (x4 for full NLB Configuration)
- All patches and updates complete
- Proxy Services or TMG/ISA front-end if Proxy is required
- Network resource for DNS entries and Firewall configuration
- Certificates (adfs.xxx.xxx) from External CA

Activities

- Production Build-Out
 - Addition of servers to the existing Active Directory
 - Configuration of Windows Server 2016/2019 per the design
 - Installation and configuration of ADFS (Active Directory Federation Services) v3.0
 - Configuration of Interior and Proxy Servers and Services for ADFS

Deliverables

- Active Directory Federation Services / Single Sign-on installation per the design
- 2x ADFS Farm Servers configured in the Interior network and 2x ADFS Proxy Servers configured in the DMZ

HYBRID EXCHANGE 2010/2013 BUILD

This process phase will include the complete setup of the Exchange Server 2010/2013 Hybrid environment. This environment will be implemented to reflect all aspects of the design.

Hybrid is the best practice infrastructure for Office 365 migration, offering complete on-premises to cloud transparency in migration, as well as seamless management of Office 365 Mailbox accounts through the on-premises Hybrid 2010/2013 Exchange Interface.

Prerequisites

- In-place RPC/HTTPS connectivity into Exchange s Environment
- Properly decommissioned Exchange 2003 (or prior) versions from the current environment (if relevant)
- Functional Outlook Anywhere and Outlook Web Access
- User Accounts created in Office 365 via AD Connect
- Single-computer system provisioned with Base 2016/2019 installation
- Exchange 2010 SP3 must be installed

Activities

- Production Build-Out
 - Any required Forest and Domain Schema preparation to Active Directory
 - Updates and patches as recommended by the manufacturer

- Validation of configuration of Exchange Server 2010/2013 “Outlook Anywhere” (RPC/HTTPS) per the design deliverable
- Configuration of Interface between on-premises Exchange and Office 365
- Exchange 2010 SP3 or 2013 SP1 Hybrid Configuration

Deliverables

- Configuration of on-premises Exchange 2010/2013 Hybrid Server (CAS/HUB/MB)
- Configuration of EOP routing connectors (Send and Receive)
- Updated Design Documentation
- As-Built documentation
- At the conclusion of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution

MIGRATION WIZ CONFIGURATION

Overview

Because some users who own mailboxes in the Exchange environment are located in an accounts forest model (using Linked Accounts), Hybrid migration is not possible. For these ~900 user accounts, their mail will be migrated using the Bit Titan Migration Wiz tool instead of Hybrid. This process is generally done in the form of a cutover, in that the mail system represented here cannot be put in Hybrid mode, and thus, cannot share the same type of mail forwarding and namespace sharing process that typical Hybrid can.

Prerequisites

- Both the Source and the Destination systems must be functional, and mailboxes must exist on both Source and Destination.

Prepare Source Environment (Exchange 2013)

- Enable OAuth administrative credentials at source
 - Note: OAuth administrative credentials will not function properly with Google Apps for Business Legacy free accounts. If a Google Apps tenant is a Google Apps for Business Legacy free account, end user credentials must be used.
- Prepare Destination Office 365 Environment
 - Create an administrator account in Office 365, to be used for migration (or use the global admin account for the tenant).
 - Set up accounts on Office 365, and assign licenses
 - Configure Application Impersonation role
- Configure MigrationWiz
 - Create the mailbox migration project(s)

- Import users into the project
- Run Assessment to calculate number of licenses required for migration
- Customize the project, using Advanced Options
- Set to use impersonation at Destination. Checkmark box Use impersonation at Destination
- Purchase licenses
- Run Pre-Stage Migration. Develop test cases with client input
- Develop test plans and scripts
- Execute tests
- Review test results with client personnel
- Remediate any defects in the solution and re-execute tests

Deliverables

At the conclusion of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution, all artifacts that were created during testing, and a final statement indicating that the solution is ready for deployment and requesting client approval for deployment.

AZURE ACTIVE DIRECTORY IDENTITY MANAGEMENT AND MULTI-FACTOR AUTHENTICATION DEPLOYMENT

- Review and configure Multi-Factor Authentication
 - Configure for base logins to cloud systems
 - Review process for on-premises MFA deployment
 - ***NOTE: this engagement does cover deployment of on-prem MFA***
 - Configure up to 5 applications for MFA, governed by Conditional Access
 - Define Application in Enterprise Applications
 - Define Conditional Access Policies and Thresholds
 - Configure Conditional Access Per application based on policies and thresholds
- Review objectives for Identity Risk Management and thresholds for elevated Risk
 - Configure Identity Risk controls and associated Conditional Access
- Configure Conditional Access for SharePoint Online, Exchange Online and Skype for Business Online, One Drive for Business and Teams
 - Note: Requires Azure Active Directory Premium P1 or P2

Deliverables

- Updated as-built documentation showing the complete configuration of the solution in a production environment
- Governance and data protection checklist and operational documentation

- Configuration of the following systems:
 - Azure Active Directory Plan 1 or Plan 2
 - Conditional Access with MFA
 - Identity analytics and risk assessment

OFFICE 365 SECURITY AND COMPLIANCE CONFIGURATION

Activities

The following activities will be performed during this phase of the project:

- Develop Activation Plan and Roadmap
- Develop Activation Strategy

COMPLIANCE POLICY CONFIGURATION AND ENFORCEMENT

- Review and configure Record Retention Policy and Processes
- Review and configure Email Retention Policy Processes
- Configure Conditional Access for SharePoint Online, Exchange Online and Skype for Business Online
 - **Note: Requires Azure Active Directory Premium P1 or P2**
- Integrate Proofpoint Enterprise, Proofpoint TAP, and Proofpoint TRAP with Exchange Online
 - **NOTE: use of Proofpoint Cloud-based approach is highly recommended, due to the High Availability characteristics of cloud-only vs. on-prem use of these systems**
- eDiscovery process review and definition of cases
 - Initial Retention Policy configuration
- Develop and Configure Data Loss Prevention Policies
 - One Drive for Business
 - Exchange Online
 - SharePoint
 - Secure messaging configuration
 - Anti-SPAM and Anti-Malware configuration for Exchange EOP
 - Configuration of role-based access control (RBAC) for DLP, eDiscovery and security management and configuration
- Preparation of reports for usage, performance and service health metrics
- Preparation of reports for auditing of administrative activities, including provisioning and de-provisioning, compliance/e-discovery activity, and configuration changes

- Schedule and conduct knowledge transfer sessions as needed with client personnel to ensure client readiness to assume responsibility for the solution
- Office 365 Adv. Threat Protection
 - Safe Links
 - Safe Attachments
 - Analytics/Threat Intelligence
- Review Advanced Security Management and Alerts

PHASE B2: TEST & STAGE HYBRID MIGRATION ACCOUNTS (LOCAL FOREST)

Overview

During this phase, the project team works with the client's team to develop test cases and test scripts/plans to fully vet the solution in a production environment. The result of this phase is a fully tested solution that meets the objectives of the project and is ready to be moved into a production environment.

Activities

The following activities will be performed during this phase of the project:

MIGRATION PILOT

Prerequisites

- In-place RPC/HTTPS connectivity into Exchange 2010/2013 Environment
- Functional Outlook Anywhere and Outlook Web Access
- User Accounts created and licensed in Office 365 via AD Connect
- Exchange 2010 SP3 or 2013 SP1 installed
- Exchange Hybrid Installed and Tested

Migration Activities

- Migration Planning
- Migration of 25 Pilot users from the production messaging environment (Exchange on-premises to Exchange Server in Office 365 Environment)
- Development (if required) of PowerShell scripting and materials to support production migration
- Validation of Coexistence Environment
- Knowledge Transfer

Deliverables

- Any required scripts and/or materials to support production migration
- Migration of 25 users to the production messaging environment (Exchange to Exchange)

- Knowledge Transfer
- At the conclusion of this phase DynTek will provide all artifacts that were created during testing, along with a final statement indicating that the solution is ready for deployment and requesting client approval for deployment.

TEST & STAGE EXTERNAL FOREST ACCOUNTS (CUTOVER PREP)

Overview

During this phase, the project team works with the client's team to develop test cases and test scripts/plans to fully vet the solution in a production environment. The result of this phase is a fully tested solution that meets the objectives of the project and is ready to be moved into a production environment.

CUTOVER MIGRATION STAGING

Prerequisites

- User Accounts created and licensed in Office 365 via AD Connect

Activities

- Cutover Staging - User Preparation
 - Gather Resource Contacts & Availability
 - Develop Deployment Plan with Administrators
 - Communicate timing, training, and support plan for the installation
 - Train IT community, as appropriate, on the platform
 - Install prerequisites
 - Install and configure client information/programs
 - Install and configure client support programs/utilities
 - Patch software as necessary
 - Input Distribution Lists
 - Verify New SMTP Domain (s)
 - Set as Default Domain (External Relay if Coexistence)
- Review Client change with local mail/site administrators
 - Briefing with each top-level admin on process to cutover
 - Review future-state mail system and operational aspects
 - Review factors critical to success
 - Develop action plan specific to each type/site
 - Deploy new clients where required
 - Determine client types requirements
 - Contact and review deployment mechanism with top-level mail/site administrators
 - Schedule new client install
 - Install new client

- Train Users on New client use
- Test new accounts (old mail still running)
 - Request pilot group at each site login and test new email
 - Collect results
 - Remediate where necessary
- Determine schedule for Mail Cutover Per Site/Admin
- Test and pilot Notes email requirements and interface
 - Review Notes systems email requirements for support services/applications
 - Reconfigure to use Office 365 Mail system
 - Test and validate
- Assist Client with crafting user communications and establishing notification cadence
- Review cutover schedules with site/email system admin
- Review resource requirements and availability
- Schedule cutover
- Review cutover process with resources
- Hold “Go/No Go” meeting immediately prior
- Knowledge Transfer

Deliverables

- Any required scripts and/or materials to support production migration
- Configuration Guide for User Configuration
- Knowledge Transfer
- At the conclusion of this phase DynTek will provide all artifacts that were created during testing, along with a final statement indicating that the solution is ready for deployment and requesting client approval for deployment.

PHASE B3: DEPLOY - EMAIL SYSTEMS MIGRATION

Overview

During this phase, the project team moves the solution into a production state. DynTek requires all production deployments to be authorized by its clients in writing, and the preference is to adhere to clients’ change management processes. The result of this phase is a solution that has been deployed to a target production environment and is considered operational.

During this phase, DynTek will also conduct knowledge transfer. This is accomplished both informally by working side-by-side with our client’s personnel, as well as formally through a series of review sessions where the as-built solution is reviewed.

Activities

The following activities will be performed during this phase of the project:

PRODUCTION MIGRATION – HYBRID ACCOUNTS

Prerequisites

- In-place RPC/HTTPS connectivity into Exchange 2010/2013 Environment
- Functional Outlook Anywhere and Outlook Web Access
- User Accounts created and licensed in Office 365 via AD Connect
- Exchange 2010 SP3 or 2013 CU1 installed
- Exchange Hybrid Installed and Tested
- Successful Pilot Migration

Migration Activities

- Migration of remaining users, from the production messaging environment (Exchange on-premises to Exchange Server in Office 365 Environment)
- Development (if required) of PowerShell scripting and materials to support production migration
- Final updates to as-built documentation
- Schedule and conduct knowledge transfer sessions as needed with client personnel to ensure client readiness to assume responsibility for the solution.

Deliverables

- Any required scripts and/or materials to support production migration
- Migration of remaining users to the production messaging environment (Exchange to Exchange Online)
- Knowledge Transfer
- Updated as-built documentation showing the complete configuration of the solution in a production environment

PRODUCTION MIGRATION – REMOTE FOREST ACCOUNTS (CUTOVER)

Activities

The following activities will be performed during this phase of the project:

PRODUCTION CUTOVER

Prerequisites

- User Accounts created and licensed in Office 365 via AD Connect
- User Communications and notifications for cutover process complete

Migration Activities

- Cutover to Office 365
- Cutover Site and Enable Inbound Messaging (MX record triggers change to online)
 - Cutover each site/mail system at pre-determined date and time using pre-determined resources

- Modify MX records per site for mail system to redirect to cloud
- Verify readiness after cutover
- Put new system into production
- Validate Migration
- Verify migrated accounts
- Complete Post-migration Tasks
- Development (if required) of PowerShell scripting and materials to support production migration
- Final updates to as-built documentation
- Schedule and conduct knowledge transfer sessions as needed with client personnel to ensure client readiness to assume responsibility for the solution.

Deliverables

- Cutover Migration to Office 365
 - MX cutover
 - Autodiscover Configuration
 - User accounts and mail flow for production in Office 365
- Any required scripts and/or materials to support production migration
- Knowledge Transfer
- Updated as-built documentation showing the complete configuration of the solution in a production environment
- Day 1 and Day 2 support and follow-up with customer issues, staging, migration cleanup, etc.

PUBLIC FOLDER MIGRATION

- Identify folders larger than 19GB to reduce size/split/exclude
- If the PF structure contains more than 100 folders, reduce their size
- Exchange Online public folders mailbox creation
- Configure Exchange on-premises for shared access with Cloud-based accounts (during migration)
- Configure Organizational focus for Cloud-based Public Folders (On-Prem)
- Post Mailbox Migration
 - Migrate Public Folders
 - Lock down PF on the source server and finalize synchronization with Exchange Online
 - Validate migration
 - Unlock public folders
 - Configure Organizational focus for Cloud-based Public Folders (Cloud)
 - Remove public folder databases from the source server

Deliverables

- User Communication Plan
- Any required scripts and/or materials to support production migration
- Migration of public folders

PHASE B4 – SKYPE FOR BUSINESS TO TEAMS MIGRATION

Overview

This phase will allow DynTek's Skype for Business experts to configure Skype for Business / Teams Online, standardize procedures and processes, replicate the on-premises environment and migrate content from the on-prem system to Skype for Business / Teams online. Skype for Business Online will be retired on July 31, 2021, after which it will no longer be accessible or supported.

It is our assumption, based on Microsoft published requirements, that if Phone System in the Office 365 Cloud will be used for functions such as Auto Attendant, Call Groups, etc. for the on-premises phone system, in effect to replace the current Exchange Unified Messaging role, that the on-premises Skype for Business system has fully telephonic integration with the on-premises PBX system. Since Auto Attendant, etc. must originate in Office 365 Phone System and connect down through Skype for Business on-prem, in order to answer calls for the PBX, this telephonic interface must be completely integrated.

Infrastructure Prerequisites

The following must be available in the environment in order to implement and configure a Skype for Business Server 2015 hybrid deployment.

- An Office 365 tenant with Skype for Business Online / Teams enabled.
- Optionally, to support Single Sign-on with Office 365, an Active Directory Federation Services (AD FS) Server
- An on-premises deployment of Skype for Business Server 2015.
- Skype for Business Server 2015 administrative tools.
- Directory Synchronization.

Activities

- Planning and Design for Migration
 - Plan User Communications and Training initiatives
 - Plan for Configuration of Hybrid connectivity
 - Design for Phone System configuration for Auto Attendant, Call Queues, etc.
 - Review of the Active Directory infrastructures
 - Skype for Business Hybrid Envisioning, Planning, and Design

- Review of the current Skype for Business environment
- Review of the goals required and expectations of the migration/configuration
- Design migration process and hybrid configuration, including any required hardware, software, routing, and integration with Skype for Business Online and Teams
- Design for the current users to migrate to Skype for Business Online or Teams
 - Migration process
 - User Communications
- Implementation of Hybrid SfB
 - Configure on-premises environment to federate with Office 365
 - Configure on-premises Edge service to federate with Office 365
 - Configure trust for on-premises environment and Office 365
 - Enable shared SIP address space with Office 365 (if required)
 - Configure OAuth between Exchange on-premises and Skype for Business/Teams Online
 - Set transitional coexistence mode (optional)
 - Move users from Skype for Business on-premises to Teams Only
 - Configure Phone System and Teams upgrade for PBX interoperability
 - Configure Dial-in conferencing (requires additional licensing in Office 365)
 - Configure Dial-in conferencing numbers
 - Assign Conferencing Numbers to user accounts

Deliverables

- User Communication Plan
- Any required scripts and/or materials to support production migration
- Users migrated from On-prem Skype for Business to Skype for Business / Teams Online
- Microsoft Phone System configuration for Auto Attendant, Call Queues, etc. per design

PHASE B5: – SHAREPOINT MIGRATION

Step 3 – Implement

Activities may include the following based on customer needs:

- Create Site Collection and Sites as required to support decision around functionality (pilot)
- Configure features as required
- Deploy custom solutions as required
- Develop Operations Plan

- Site Template Design
- Site and library permissions
- Install ShareGate and prepare for migration
- Install Metalogix Content Matrix and prepare for migration
 - Analysis of Content
 - Identification of migration issues
 - Detailed estimate of time required for migration
 - Build migration jobs and test

Step 4 Migrate/Deploy

- Setup and configure SharePoint online
- Create necessary site collections required by design
- Create webs in classic model site collections if needed
- Setup permissions for each site and site collection
- Setup document libraries
- Setup custom list
- Setup additional list
- Migration of data from on premises SharePoint to SharePoint Online

NOTE: migration of custom lists will require 3rd party migration software, cost of which is not included in this Statement of Work.

Deliverables

- Site Collections and Sites configured to accommodate migration of content
- Document libraries created and permissions applied according to on-prem schema
- Content migrated from On-prem system to SharePoint Online

PHASE B6: OFFICE PRO PLUS CONFIGURATION AND TESTING USING SCCM

Overview

During this phase, the project team works with the client’s team to develop test cases and test scripts/plans to fully vet the solution in a production environment. The result of this phase is a fully tested solution that meets the objectives of the project and is ready to be moved into a production environment.

This phase will not deploy Office Pro Plus, but will, per scoping requirements, “Prepare latest version of Office Pro Plus Suite installer for all County computers”.

NOTE: The tasks enumerated below assume that a Client-provided System Center Configuration Manager installation is in place, can support software deployment to client workstations, and is

sufficiently patched/updated to support the deployment of Office Pro plus. Varying versions of SCCM provide various feature sets. It is recommended that SCCM be brought to current level 1906 or 1910 for the best experience. Read more here:

<https://docs.microsoft.com/en-us/sccm/sum/deploy-use/manage-office-365-proplus-updates>

Activities

The following activities will be performed during this phase of the project:

Prerequisites

- User Accounts created in Office 365 via AD Connect
- SCCM Current Branch (preferably 1906 or newer), minimum installation in place at customer location
 - System capable of software deployment to desktops

Deployment Activities

- Office ProPlus Deployment Planning
- Activation of User accounts via PowerShell scripting
- Development of Office Pro Plus Deployment packaging using SCCM
 - Configure .XML for deployment
 - Develop/download and stage binaries
 - Develop GPO's for deployment to workstations
- Office ProPlus Deployment Testing and Validation
 - Removal of existing Office 2016 key-based installation
 - Installation of Office Pro Plus
- Development (if required) of PowerShell scripting and materials to support production Office ProPlus Deployment
- Knowledge Transfer

Deliverables

- Any required scripts and/or materials to support production Office ProPlus Deployment
- Office ProPlus Deployment of 375 users
- Knowledge Transfer
- At the conclusion of this phase DynTek will provide all artifacts that were created during testing, along with a final statement indicating that the solution is ready for deployment and requesting client approval for deployment.

PHASE B7: DECOMMISSION OF LEGACY EXCHANGE CONNECTIONS

Overview

The objective of this phase is to decommission the old email environment.

NOTE: As per above discussions, Unified Messaging is no longer supported in Exchange 2019, or in Exchange Online. Therefore, the role of UM must be configured to use a combination of “Phone System” in Office365, connecting through on-premises Skype for Business, which must have full telephony integration direction into the on-prem PBX/Phone system.

If this integration does not exist, Unified Messaging cannot be accomplished from the cloud-based Phone System. Integration of these systems is not in the scope of this proposal, and thus, it is our recommendation that consideration be given to leaving the on-premises Exchange System in-place, (which is also Microsoft’s recommended best practices for a Hybrid Exchange environment that synchronizes AD with Azure AD.. see here: <https://docs.microsoft.com/en-us/exchange/decommission-on-premises-exchange#why-you-may-not-want-to-decommission-exchange-servers-from-on-premises>), until such time as a complete, integrated end-to-end phone strategy can be deployed.

Activities

- Decommission legacy Exchange, Skype for Business and SharePoint environments.
 - Legacy Exchange server’s disconnection from email flow
 - Legacy Exchange server removal of connectors from tools and any from native Exchange
 - Cleanup email folder remnants
 - Cleanup user databases
- Cleanup any remnants from Active Directory
 - Including routing configurations
 - Domain groups – if applicable
 - Test environment after decommissioning
- Configure SMTP Relay for Secure SMTP
 - Determine Devices used for SMTP Relay
 - Configure IIS SMTP on Windows Server
 - Configure Domain for Office 365 domain as a remote domain
 - Configure and update IP address of the server used for SMTP – the local server
 - Create Account in Office 365 as secure login account
 - Configure PORT 587
 - Validate and Test for Secure SMTP to Office 365 Recipient

Deliverables

- Remove Legacy Exchange from the email flow and other areas
- Cleanup Active Directory from any remnants
- Testing final configuration after decommissioning for any issues
- SMTP Secure redirection configured for Office 365

- Decommission and cleanup of on-premises Exchange resources, SharePoint (if applicable) and Skype for Business servers
 - ***NOTE: Sfb servers will be required on-prem to maintain UM with on-prem phone systems if Exchange Server is decommissioned***

PHASE B8: COREVIEW DEPLOYMENT

DynTek will host a structured working session with the Customer to accomplish the following tasks:

- Initiate the collection/import process of Office 365 metadata into DynTek
- Create Office 365 Portal “tile” providing hyperlink to training materials
- Re-Direct Office 365 help link to training materials
- Instruct in the configuration and editing of defined learning paths
- Validate Configuration
- Delegated Role Based Administration
- License Assignment and Accounting
- End User Training
- End User Adoption Tracking
- Hybrid Management

Hands on Training

DynTek will guide the customer through an examination of the data collected by the product, and in doing so provide hands on training of the operation of the product and its various elements.

1. Adoption Campaigns: Start by using targeted reporting to find which users are failing to use specific services. Then create an automated education and tracking workflow to deliver training materials, track messages read & click through rates, and finally tie it all back to increases in adoption and service consumption.
2. Role Based Access Control: DynTek allows you define access to information and actions based on the job function of the person accessing the console. This allows you to give the regional administrator in Chicago access to only the objects in that office, while the finance manager only has the ability to view licensing and service usage reports. Meanwhile a high-level administrator is allowed to make only specific changes to defined users.
3. License Pool: Directly tie license allocation to specific business units. This allows you to ensure that the marketing department is limited to using the 30 licenses allotted to them. Should they hire new employees, DynTek will show that their licenses have been

consumed, helping to drive home the need to “true up” internally before new licenses are purchased.

4. Delegation with V-Tenants: Define management and reporting tasks by automatically segmenting your enterprise based on specific groupings, such as department. Once segmented, address management and licensing concerns based upon the groupings.
5. Audit User Activity: Analyze user activity in detail as they interact with Office 365 on a daily basis. Narrow the scope of events either per user or per service to find access times, document names, and specific activities such as sharing access with external users.
6. User Card: Comprehensive single collection of all viewable information and managements tasks on a per user basis. Using the single pane of glass allows for all management actions to be performed quickly and efficiently, regardless of workload. Review accounts, or make active changes to their licensing or services, on the fly.
7. Service Usage Reporting: 125+ reports delving into all aspects of your Office 365 tenant. See in detail how your users are using Office 365 and see where your users need help in terms of consuming lesser used workloads. Where needed, reallocate licensing to more appropriate tiers of service. Reports available for Exchange Online, SharePoint Online, Skype for Business, OneDrive for Business, Office Pro Plus, Mobile Devices, & Yammer.
8. On Event Alerting: Send email alert notifications when events are generated pertaining to OneDrive for Business or SharePoint Online. Documents created, deleted, modified, or accessed can be used to inform the alerts. Even specific SharePoint Online site visitations.
9. Bulk Action: Execute coordinated activities against massive amounts of users with a single command. Reduce errors by streamlining repetitive processes.

Adoption Campaign Configuration

Once 10 business days of metric data have been collected by the automated processes, the project team will gather to perform configuration of adoption campaigns using the most up to date information. All present consumption levels will be cataloged and recorded. Working together to scan through the collection of data, the project team will identify suitable collection of pilot users (not to exceed five hundred (500)), against which to initiate adoption campaigns.

These users will be selected based on their challenges in adopting one specific workload deemed critical by Client. Using the available video-based training materials, the project team will create multiple messages to send out on a staggered basis. Each email will comprise a distinct campaign and the project team will leverage the real time updates to test the response of each communication. This communication wireframe will be leveraged for future messaging efforts as the campaigns are extended.

Review of Changes in Consumption for Pilot users

5 business days after adoption communications have been sent, project team will gather to review and collect updated usage trends for the targeted adoption pilot users, comparing their results to users not targeted. This information will serve as the foundation for the final report. The final report will be augmented with any further findings resulting after a total of 10 business days, post campaign initiation.

Finding of Facts

Using the gathered information from the project, DynTek will provide a report showing the initial state of the environment with respect to the collected data as well as report on the net effect of the consumption effort made against targeted pilot users. The report will include recommendations on expanding the adoption effort outside of targeted pilot users. Also included will be suggestions on how to leverage the other functions of DynTek for the balance of the 90-day work period.

PHASE B9: USER TRAINING

End-user training (Train the Trainer)

Training Overview

DynTek will conduct up to eight (8) 2-hour sessions. Each session will be attended by relevant participants. Instruction will either use their live Office 365 accounts or test accounts provided by DynTek to allow performance of actions discussed in class.

Course Outline

- Introduction to Outlook Web App/Office 365
- Sign into Outlook Web App
- Email
 - What you'll see in Mail
 - Create a new message
 - Working with drafts
 - Reading Pane
 - Open a message in a separate window
 - Deleted messages
 - Folder list
 - Message list
 - Junk email folder
 - Search and built-in filters
- People (Contacts)
 - What you'll see in People
 - Create a new contact
 - Create a group

- Create a shared group
- Create a contact from a message
- Edit a contact
- Linking and unlinking contacts
- Can I share a contacts folder with other people from Outlook Web App?
- Calendar
 - What you'll see in Calendar
 - Create a calendar item
 - Modify or delete a calendar event
 - Share your calendar

Administrative training

Training Overview

DynTek will conduct up to six (6) 4-hour sessions. Each session will be attended by relevant participants. Instruction will either use their live Office 365 accounts or test accounts provided by DynTek to allow performance of actions discussed in class.

Course Outline

- **SPAM configuration**
 - Configuration of SPAM filtering using EOP
 - Integration of SPAM filtering in Office 365 with Barracuda SPAM filter on-premises
- **Administration of Office 365**
 - **OFFICE 365 SERVICES OVERVIEW**
 - Overview of Office 365 services
 - Office 365 licensing overview
 - Office 365 tenant configuration
 - Office 365 clients
 - **OFFICE 365 ADMINISTRATION, TOOLS, AND TECHNIQUES**
 - Managing Office 365 with administrative portals
 - Managing Office 365 with Windows PowerShell
 - Managing administrative access in Office 365
 - **ADMINISTERING DIRECTORY SYNCHRONIZATION AND DIRECTORY OBJECTS**
 - Directory synchronization and federation overview
 - Azure AD Connect management
 - Managing users and groups objects in Office 365
 - **ADMINISTERING MICROSOFT EXCHANGE ONLINE**
 - Overview of Exchange Online management
 - Administering Exchange Online recipients
 - Administering client access policies in Exchange Online
 - **ADMINISTERING COMPLIANCE AND SECURITY IN OFFICE 365**
 - Overview of compliance features in Office 365

- Administering Azure Rights Management in Office 365
- Administering compliance features in Office 365
- Configuring and administering email security in Office 365

PHASE B10: DSS AD MIGRATION

PHASE 1: ANALYZE

Overview

DynTek starts all of its engagements with analysis. The team assigned to your project will perform analysis, both of the current environment and your requirements, as appropriate to the needs of the solution.

Activities

The following activities will be performed during this phase of the project:

Client Environment Discovery

It is important at the outset of the deployment project to gather and capture information about the existing IT environment. Discovery activities provide a comprehensive and up-to-date record of the technology solutions implemented by our organization.

This process involves gathering information in the following areas:

- On-premises infrastructure servers and components
- Review Active Directory Forest integration and identification
- Network architecture and DNS
- Authentication solutions
- Bandwidth
- Certificates
- Hardware and software
- Review AD Synchronization (AD Connect) installation

Deliverables

Current State documentation that provides an overview of the environment before the implementation of our solution. This document typically contains textual and graphical depictions of logical and physical network topology, rack elevations, configuration backups, IP address schemes, Vlan structure, current environment issues list, current and roadmap applications, as well as other pertinent information.

Overview

Based on the desired solution and understanding of the current state, the project team will develop a design and implementation plan. This is intended to be an interactive phase and will result in comprehensive design documentation, and a plan to efficiently implement the design.

Activities

The following activities will be performed during this phase of the project:

- Develop Migration Plan and Roadmap
- Develop Designs for AD Connect integration
- Design for Active Directory Migration and Consolidation installation and configuration

Deliverables

At the conclusion of this phase, DynTek will provide design documentation that specifies the components and configurations expected for the solution. This will include a high-level design utilizing details gathered from the analyze phase. This will be the foundation on which the solution will be built and used as a reference to the proposed outcome of the implementation.

PHASE 3: ACTIVE DIRECTORY MIGRATION BUILD AND TEST

Overview

During this phase, the project team will build the solution based upon the agreed upon design. DynTek will perform the build allowing for proper testing, staging, and production change management. At the end of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution.

The following activities will be performed during this phase of the project:

Active Directory Migration Services (ADMT) Build/Configuration

Overview

During this phase, the project team will build the Active Directory Migration Services portion of the solution based upon the agreed upon design. This build out will include the complete setup of the required migration tools and coexistence components needed for migration process for each of the sites in the Pilot. At the end of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution.

Activities

Build out and configuration of migration tools

- Prepare the source and target domains. This task has the following subtasks:
 - Install 128-bit encryption software.

- Establish trusts that are required for migration.
- Establish migration accounts for the migration.
- Configure the source and target domains for security identifier (SID) history migration.
- Configure the target domain organizational unit (OU) structure.
- Install ADMT in the target domain
 - Download SQL Server Express
 - In the ADMT download package, double-click admtsetup32.exe.
 - Ensure that the recommendations are completed
 - License Agreement process
 - Select Database
 - Review Summary page, review the results of the installation
- Specify service accounts for the migration

Deliverables

- Build out of the physical and/or virtual servers required for Active Directory migration:
 - Installation and Configuration of ADMT for Active Directory migration
 - Updated As-Built Documentation detailing the items deployed during this phase
 - Installation and configuration of Active Directory servers and support services at each remote location

PILOT MIGRATION

Overview

During this phase, the project team works with the client's team to develop test cases and test scripts/plans to fully vet the solution in a production environment. The result of this phase is a fully tested solution that meets the objectives of the project.

This process will be done in coordination with the Exchange Cross-Forest mail migration in a process that migrates mailboxes first to the Target Forest, then migrates/updates the original user account and/or workstation from Source to Target forest, connecting the resource to the Target Active Directory while the mail is migration from Source Forest to Target Forest (2010 to 2016 Exchange) and finally to Office 365 via Exchange 2016 Hybrid.

Active Directory Pilot Migration

A pilot migration will be performed to ensure the new environment functions as designed and to ensure it provides the desired results. The pilot group of up to 3 sites will be selected by the implementation team to represent a cross section of the final deployment.

NOTE: The pilot migration will be leveraged to test functionality during the project and to gain a better understanding of how long it will take to complete the production deployment specific to the client's environment (Server Hardware Performance, LAN performance and Internet Circuit Performance).

A utility from Forensit, User Profile Wizard, exists to script the manual movement/migration of the profile information post-migration:

<https://www.forensit.com/domain-migration.html>

Activities

The following activities will be performed during this phase of the project:

- Pilot implementation
- Pilot group documentation preparation
- Test of Migration Processes for the following designated groups of accounts/systems:
- Migration from Active Directory Source to Active Directory target locations
 - User Account Migration Reconciliation / Profile Management
 - Construct "Include File" for merge
 - Using Merge Function for User accounts
 - Using Forensit Tool to migrate AD workstation profile and Outlook profile for each user account
 - Computer Account Migration
- Knowledge Transfer to Client's Team
- Testing of Migration times (i.e. number of profiles migrated per hour)
- Update the design deliverable as required
- Update migration configuration processes as required
- Testing of pilot population end user experience and functionality

Deliverables

- User pilot for user accounts and workstations
- Migration process refinement for production migration

PHASE 4: ACTIVE DIRECTORY PRODUCTION MIGRATION

The production migration will be performed. The production group of all remaining sites will be selected by the implementation team to complete the final deployment. This process will be done in coordination with the Exchange Hybrid mail migration in a process that migrates mailboxes first to Office 365, then migrates the original user account from Source to Target forest, connecting the account to the Azure AD system via a soft-match/hard-match process.

Activities

The following activities will be performed during this phase of the project:

- Pilot implementation
- Pilot group documentation preparation
- Test of Migration Processes for the following designated groups of accounts/systems:
- Migration from Active Directory Source to Active Directory target locations
 - User Account Migration Reconciliation / Profile Management
 - Construct “Include File” for merge
 - Using Merge Function for User accounts
 - Using Forensit Tool to migrate AD workstation profile and Outlook profile for each user account
 - Computer Account Migration
- Knowledge Transfer to Client’s Team
- Testing of Migration times (i.e. number of profiles migrated per hour)
- Update the design deliverable as required
- Update migration configuration processes as required
- Testing of pilot population end user experience and functionality

Deliverables

- User pilot for user accounts and workstations
- Migration process refinement for production migration

PHASE B: PROJECT MANAGEMENT

DynTek’s Project Management Process

Overview

A Project Manager is assigned to all of DynTek’s service engagements. The PM is responsible for the on-time and on-budget delivery of services to conform to the project scope. The PM has the following responsibilities:

- **Oversee** the delivery team to ensure people are in the right place at the right time and performing the services requested.
- **Manage** project risks before they become issues that could affect the successful outcome of your services engagement.

- **Communicate** project status to key stakeholders. This is done by maintaining an accessible log of project issues and action items, providing written status reports, and conducting regularly scheduled project status meetings.

Deliverables & Expectations

- Project Workbook containing a communication plan that details the project stakeholders, schedule and format of project status updates, a risks register, an issues log, and project schedule with work breakdown schedule.
- Internal project inception meeting
- Customer inception meeting
- Customer communications plan
- Customer status reporting
- Risk management and mitigation
- Project closure meeting
- Coordination of all required DynTek and customer project resources
- Handling of all required project escalations
- Handling of all required project change orders
- Ensure all project deliverables are completed, signed off on and handed over
- Tracking and approval of all project resource hours

Project Phases and Descriptions

DynTek uses a phased approach for all project delivery. DynTek follows this implementation framework for each of our projects. Certain key goals are paramount to this framework. These goals include:

- Customer satisfaction
- DynTek employee satisfaction
- Ensuring project timelines are met
- Ensuring all project parties understand the overarching goals, scope and objectives of the project
- Ensuring all project parties understand the success criteria for the project
- Ensuring project escalations are handled in a timely and professional manner

The following constitutes a breakdown of DynTek's project delivery process, with descriptions of the approach for each phase and a brief summary of expected deliverables.

Phase 1: Analyze

Overview

DynTek starts all of its engagements with analysis. The team assigned to your project will perform analysis, both of the current environment and your requirements, as appropriate to the needs of the solution.

Deliverables

Current State documentation will be provided and will deliver an overview of the environment before the implementation of our solution. This document typically contains textual and graphical depictions of logical and physical network topology, rack elevations, configuration backups, IP address schemes, Vlan structure, current environment issues list, current and roadmap applications, as well as other pertinent information.

Phase 2: Design

Overview

Based on the desired solution and understanding of the current state, the project team will develop a design and implementation plan. This is intended to be an interactive phase and will result in comprehensive design documentation, and a plan to efficiently implement the design.

Deliverables

At the conclusion of this phase, DynTek will provide design documentation that specifies the components and configurations expected for the solution. This will include a high-level design utilizing details gathered from the analyze phase. This will be the foundation on which the solution will be built and used as a reference to the proposed outcome of the implementation.

PHASE B: CHANGE MANAGEMENT

Production Change Control

DynTek will not make changes to Client's environment without documenting those changes beforehand, communicating the proposed changes to Client, and receiving prior approval to make the changes. At the outset of the project, Client may elect to provide DynTek with written blanket approval to make production changes, and the conditions under which these changes may be made.

Scope of Services Change Control

DynTek follows a structured methodology with respect to managing unexpected scope changes. DynTek has included in the prior sections all of the steps necessary to accomplish the successful completion of the project; however, Client may decide to change the scope of the project. If

items requiring a scope change are identified, the following are the high-level steps that we will follow to discuss these together:

- Discuss and confirm need for additional work
- Identify additional tasks and deliverables associated with the scope change
- Estimate the work effort associated with the additional tasks and deliverables
- Based on the work effort estimate, determine the impact on schedule and budget
- Augment the statement of work with a change request form if the project changes:
 - Require additional resources
 - Affect the project schedule or budget

Any change order signed by DynTek and countersigned by Client will become a binding contract amendment to this statement of work. If a change order thus approved contradicts the signed statement of work (or previous change orders), the most recent change order will govern.

PHASE B: PROGRAM MANAGER

The scope of business transformation programs generally has a multiplicity of requirements, deliverables, customers, stakeholders, departments, and interfacing organizations interacting with the work and is broad and strategic. Program managers are typically the primary driver for business transformation in their organizations. The DynTek program manager will be focused on the following:

- First 30 days will focus primarily on assessment at the program level.
- A wide-ranging well-defined change designed to achieve a strategic business objective for the County of Santa Barbara by the Program Sponsor.
- Engage with stakeholders and use relationships to map future possibilities focused on maximizing long-term value to the organization.
- Incorporate the project schedules at a summary level and manage the gaps and interfaces between the projects.
- Expect undefined risks to occur. Maintain adequate contingencies for future occurrences and seek new opportunities to create value.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR Phase A services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not exceeding **\$190,400**.
- B. If County exercises its Option as described in Section 3 of the Agreement, for CONTRACTOR Phase B services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not exceeding **\$902,421**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology defined in **EXHIBIT A**, Phases A and B.
- D. COUNTY will remit payment at the completion and receipt of deliverables as defined in the Phase A Scope of Work. COUNTY will renegotiate payment arrangements for Phase B upon the completion of Phase A.
- E. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE a detailed invoice or certified claim on the County Treasury for the services performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. These invoices or certified claims must detail the list of completed tasks as it associates to the project plan and the effort in hours and cost of completion. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit C Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<table border="0" style="width: 100%;"> <tr> <td colspan="2">CONTACT NAME: Willis Towers Watson Certificate Center</td> </tr> <tr> <td style="width: 60%;">PHONE (A/C, No, Ext): 1-877-945-7378</td> <td>FAX (A/C, No): 1-888-467-2378</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificates@willis.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Travelers Property Casualty Company of Ame</td> <td colspan="2" style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of CT</td> <td colspan="2" style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Insurance Company</td> <td colspan="2" style="text-align: center;">25615</td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	CONTACT NAME: Willis Towers Watson Certificate Center		PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378	E-MAIL ADDRESS: certificates@willis.com		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty Company of Ame	25674		INSURER B: Travelers Indemnity Company of CT	25682		INSURER C: Charter Oak Fire Insurance Company	25615		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																												
INSURER E:																												
INSURER F:																												

COVERAGES CERTIFICATE NUMBER: W16878519 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner & contractor's protective GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6302G970183	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6N19704A	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP9J728180	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB6J962558	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Professional Liability incl. Technology & Media E & D Network Security/Cyber Liability			ZPL21N55554	10/01/2019	10/01/2020	Per Claim \$10,000,000
							\$25,000 Retention
							\$25,000 Retention \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as an Additional Insured with respects to General Liability, but only if required by a written contract with the Named Insured prior to an occurrence, and always subject to the terms and conditions of the policy. Certificate Holder is included as an Additional Insured as respects to Auto Liability. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds. Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER County of Santa Barbara 105 E. Anapamu Street Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42

U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business

Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the

HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

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

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.