

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 eVerge Group, LLC with an address at 4965 Preston Park Blvd, Suite 700, Plano, TX 75093 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

Laura Mejia at phone number (805)614-1252 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. John Beall at phone number (972) 608-1803 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:	Laura Mejia, Administrative Operations Manager, 1444 S Broadway, Santa Maria, CA 93445, (805)614-1252
To CONTRACTOR:	John Beall, Executive Vice President, 4965 Preston Park Blvd, Suite 700, Plano, TX 75093, (972)608-1803

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

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on August 22, 2017 and end performance upon completion, but no later than June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. 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. COUNTY must report any deficiencies in the services of CONTRACTOR in writing within 45 days of the performance and delivery of the services. In no case shall the forty five (45) day notice period expire beyond the date the services were invoiced, plus 45 days. CONTRACTOR shall correct or revise any errors or omissions of Services (identified in Exhibit A) provided by CONTRACTOR, at COUNTY'S request without additional compensation. If CONTRACTOR cannot re-perform the service according to the above standards, COUNTY shall be entitled to recover the portion of the fees paid to CONTRACTOR for the deficient service. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 services performed in accordance with this Agreement 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. 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, which are incorporated herein by reference, shall prevail over those in the numbered sections.

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. MANDATORY DISCLOSURES

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

37. LIMITATION OF LIABILITY

To the extent permitted by law and subject to the exceptions set forth herein, neither party shall be liable to the other for any incidental, indirect, exemplary, special or consequential damages, for lost profits, revenues, savings, or the loss of use of any data. CONTRACTOR's aggregate cumulative liability hereunder shall not exceed the total fees paid to CONTRACTOR under the Agreement as identified in Exhibit B. COUNTY's aggregate cumulative liability hereunder shall not exceed the total fees paid and payable (so long as such payable amount is for Services delivered in compliance with this Agreement) to CONTRACTOR under the Agreement as identified in Exhibit B. The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (i) indemnification obligations of CONTRACTOR; (ii) losses or claims arising from CONTRACTOR's failure to comply with the confidentiality requirements including the Attachment I of the Request for Proposal; (iii) losses arising from CONTRACTOR's repudiation of or unexcused refusal to continue services under the Agreement; (iv) losses arising out of the willful misconduct, fraud, or gross negligence of CONTRACTOR; (v) losses arising from any breach of obligation to comply with laws; (vi) losses or claims to the extent the loss or claim is covered by a policy of insurance required by this Agreement; and (vii) claims for property damage or personal injury.

38. NON-SOLICITATION

For a period of one (1) year from the expiration or termination of the Agreement, COUNTY and CONTRACTOR agree not to directly solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of services under the Agreement unless COUNTY or CONTRACTOR, whichever the case may be, grants its consent in writing. Direct solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, trade publications, or other solicitations not directed at particular individuals.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **eVerge Group, LLC**.

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 Social Services

CONTRACTOR:

eVerge Group, LLC

By: _____
Daniel Nielson

By: _____
Authorized Representative

Name: John Beall

Title: Executive Vice President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (hereafter SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein. Terms not defined herein shall be referred to the glossary in the RFP.

In the event the Agreement is terminated, and without limiting the terms of the Agreement, CONTRACTOR shall deliver to COUNTY Department of Social Services (DSS), in printed and on electronic media, where applicable, all data, drawings, reports, and other materials that have been collected, created or developed pursuant to the SOW.

CONTRACTOR shall perform all tasks, which will result in a properly configured and installed System.

STEP 1: Design and Document System Elements

CONTRACTOR shall deliver to COUNTY the required information in Step 1 in printed format and on softcopy media.

Following are the tasks to be completed by CONTRACTOR within sixteen (16) weeks after the Board execution of the Agreement:

- 1 CONTRACTOR shall commence work within two weeks of receiving notice of the Board execution of the Agreement and shall assign a Project Manager.
 - 1.1 CONTRACTOR shall assign a Project Manager and provide a resume of the Project Manager to COUNTY.
 - 1.2 CONTRACTOR shall arrange for a phone interview with DSS and the CONTRACTOR Project Manager. DSS must approve the Project Manager prior to the commencement of work.
 - 1.3 DSS and CONTRACTOR shall meet weekly either onsite as required by DSS and/or by web collaboration to discuss progress and content of the System design. DSS shall provide CONTRACTOR with input regarding the System design. Meeting notes shall be prepared by CONTRACTOR for each of the weekly review meetings.
 - 1.4 At the start of Step 1, CONTRACTOR shall present the first draft of the timeline for the implementation of Step 1.
- 2 COUNTY shall order the following Oracle Software through Mythics.

Fusion Human Capital Management Base Cloud Service	B85800
Fusion Goal Management Cloud Service	B67291
Fusion Performance Management Cloud Service	B67293
Transparent Data Encryption for Oracle Fusion Security Cloud Service	B84494
Oracle Data Visualization Cloud Service	B84522
Additional Test Environment for Oracle Fusion Cloud Service	B84490

3 CONTRACTOR shall review existing workflows for the required and optional sections of the RFP as responded by CONTRACTOR against the capabilities of the System. CONTRACTOR shall , configure the System to establish the HRMS functionalities identified below :

3.1 Position Management – CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Fusion Human Capital Management Base Cloud Service software as follows:

Item No	HRMS Functionality	Corresponding Oracle Software Module
1.	Position Definitions, Codes & Functions	Fusion Human Capital Management Base Cloud Service
2.	Position Classifications	Fusion Human Capital Management Base Cloud Service
3.	Budgeted	Fusion Human Capital Management Base Cloud Service
4.	Non-Budgeted	Fusion Human Capital Management Base Cloud Service
5.	Salary	Fusion Human Capital Management Base Cloud Service
6.	Filled	Fusion Human Capital Management Base Cloud Service
7.	Vacancies	Fusion Human Capital Management Base Cloud Service
8.	FTEs	Fusion Human Capital Management Base Cloud Service
9.	Other	Fusion Human Capital Management Base Cloud Service
10.	Loaned	Fusion Human Capital Management Base Cloud Service
11.	Trainees	Fusion Human Capital Management Base Cloud Service
12.	Department	Fusion Human Capital Management Base Cloud Service
13.	Division	Fusion Human Capital Management Base Cloud Service
14.	Unit	Fusion Human Capital Management Base Cloud Service
15.	Location	Fusion Human Capital Management Base Cloud Service
16.	Function	Fusion Human Capital Management Base Cloud Service
17.	Change Classifications	Fusion Human Capital Management Base Cloud Service
18.	Organizational Charts	Fusion Human Capital Management Base Cloud Service
19.	Forms and Documents	Fusion Human Capital Management Base Cloud Service

Item No	HRMS Functionality	Corresponding Oracle Software Module
20.	Reports, including real time and historical	Fusion Human Capital Management Base Cloud Service

3.2 Employee Records and Demographics - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Fusion Human Capital Management Base Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Employee Information	Fusion Human Capital Management Base Cloud Service
2.	Name	Fusion Human Capital Management Base Cloud Service
3.	Home Address	Fusion Human Capital Management Base Cloud Service
4.	Work Address	Fusion Human Capital Management Base Cloud Service
5.	Multiple Telephone Numbers	Fusion Human Capital Management Base Cloud Service
6.	Work	Fusion Human Capital Management Base Cloud Service
7.	Cell	Fusion Human Capital Management Base Cloud Service
8.	Alternate	Fusion Human Capital Management Base Cloud Service
9.	Home	Fusion Human Capital Management Base Cloud Service
10.	Email	Fusion Human Capital Management Base Cloud Service
11.	Work	Fusion Human Capital Management Base Cloud Service
12.	Personal	Fusion Human Capital Management Base Cloud Service
13.	Emergency Contact Information	Fusion Human Capital Management Base Cloud Service
14.	Work Space #	Fusion Human Capital Management Base Cloud Service
15.	Unit	Fusion Human Capital Management Base Cloud Service
16.	Supervisor name	Fusion Human Capital Management Base Cloud Service
17.	Division	Fusion Human Capital Management Base Cloud Service
18.	Branch, e.g. Administration, Adult and Children Service	Fusion Human Capital Management Base Cloud Service
19.	Department	Fusion Human Capital Management Base Cloud Service

Item No	HRMS Functionality	Oracle Software Module
20.	Classification.	Fusion Human Capital Management Base Cloud Service
21.	FTE, Trainee etc.	Fusion Human Capital Management Base Cloud Service
22.	County (SBC) Employee ID	Fusion Human Capital Management Base Cloud Service
23.	SBC Position Number	Fusion Human Capital Management Base Cloud Service
24.	Worker ID for CalWIN #, etc.	Fusion Human Capital Management Base Cloud Service
25.	Program	Fusion Human Capital Management Base Cloud Service
26.	Work Location and address	Fusion Human Capital Management Base Cloud Service
27.	Home Address	Fusion Human Capital Management Base Cloud Service
28.	IPad	Fusion Human Capital Management Base Cloud Service
29.	Mi-Fi	Fusion Human Capital Management Base Cloud Service
30.	Laptop	Fusion Human Capital Management Base Cloud Service
31.	Cell Phones	Fusion Human Capital Management Base Cloud Service
32.	Employment Lifecycle History	Fusion Human Capital Management Base Cloud Service
33.	Nepotisms, Relation to any other employee in the County	Fusion Human Capital Management Base Cloud Service
34.	Educational Degrees	Fusion Human Capital Management Base Cloud Service
35.	Ethnicity	Fusion Human Capital Management Base Cloud Service
36.	Age/DOB	Fusion Human Capital Management Base Cloud Service
37.	Generations	Fusion Human Capital Management Base Cloud Service
38.	Gender	Fusion Human Capital Management Base Cloud Service
39.	Languages	Fusion Human Capital Management Base Cloud Service
40.	Years of Experience in Classification	Fusion Human Capital Management Base Cloud Service
41.	Non LMS Training Completed, i.e. Red Cross Training or Other Training	Fusion Human Capital Management Base Cloud Service
42.	Employee Self-Service - Fields will be determined during the implementation. Explain if there are	Fusion Human Capital Management Base Cloud Service

Item No	HRMS Functionality	Oracle Software Module
	any limitations.	
43.	Name Changes with alerts	Fusion Human Capital Management Base Cloud Service
44.	Manager/Supervisor Self-Service - Fields will be determined during the implementation. Explain if there are any limitations.	Fusion Human Capital Management Base Cloud Service
45.	Ability to run reports on the above including real time and historical	Fusion Human Capital Management Base Cloud Service

3.3 Track Leave of Absence - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Fusion Human Capital Management Base Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Leave of absence begin	Fusion Human Capital Management Base Cloud Service
2.	Manager/supervisor notification	Fusion Human Capital Management Base Cloud Service
3.	Assignment reorientation/ease in	Fusion Human Capital Management Base Cloud Service
4.	Updated training requirements	Fusion Human Capital Management Base Cloud Service
5.	Update Employee Performance Review (EPR) timeline	Fusion Human Capital Management Base Cloud Service
6.	Payroll notification	Fusion Human Capital Management Base Cloud Service
7.	TrackIT notification	Fusion Human Capital Management Base Cloud Service
8.	Facilities notification	Fusion Human Capital Management Base Cloud Service
9.	Fiscal notification	Fusion Human Capital Management Base Cloud Service
10.	Leave of absence end	Fusion Human Capital Management Base Cloud Service
11.	Manager/supervisor notification	Fusion Human Capital Management Base Cloud Service
12.	Assignment reorientation/ease in	Fusion Human Capital Management Base Cloud Service
13.	Updated training requirements	Fusion Human Capital Management Base Cloud Service
14.	Update EPR timeline	Fusion Human Capital Management Base Cloud Service
15.	Payroll notification	Fusion Human Capital Management Base Cloud Service

Item No	HRMS Functionality	Oracle Software Module
16.	TrackIT notification	Fusion Human Capital Management Base Cloud Service
17.	Facilities notification	Fusion Human Capital Management Base Cloud Service
18.	Fiscal notification	Fusion Human Capital Management Base Cloud Service
19.	Reports	Fusion Human Capital Management Base Cloud Service

3.4 Track Employee Performance Reviews - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Fusion Human Capital Management Base Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Internal due date reminders by unit, division, branch and department	Fusion Performance Management Cloud service
2.	Evaluation Type	Fusion Performance Management Cloud service
3.	3 month	Fusion Performance Management Cloud service
4.	Mid-term	Fusion Performance Management Cloud service
5.	Mid-term/Merit	Fusion Performance Management Cloud service
6.	9 Month	Fusion Performance Management Cloud service
7.	Final Probation	Fusion Performance Management Cloud service
8.	Annual	Fusion Performance Management Cloud service
9.	Annual Merit	Fusion Performance Management Cloud service
10.	IDP check-in	Fusion Performance Management Cloud service
11.	Check-in	Fusion Performance Management Cloud service
12.	Performance Evaluation	Fusion Performance Management Cloud service
13.	Leadership Evaluation	Fusion Performance Management Cloud service
14.	Special	Fusion Performance Management Cloud service
15.	PIP	Fusion Performance Management Cloud service
16.	County due date reminders by unit, division, branch and department	Fusion Performance Management Cloud service

Item No	HRMS Functionality	Oracle Software Module
17.	List of completed employee reviews	Fusion Performance Management Cloud service
18.	Track all late EPRs	Fusion Performance Management Cloud service
19.	Reports, ad-hoc, fixed and automated	Fusion Performance Management Cloud service

3.5 Identify and Document External System Interfaces, Integration and Data Migration - CONTRACTOR shall complete the services identified under the HRMS Functionality column through the methodology identified under the corresponding Oracle Software Module column as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Customization of fields may be required during the final design and implementation.	Delivered Flex Fields can be configured for specific County usage
2.	Existing data migration from PERS and e-Personality.	Data migrations into delivered HCM Cloud table structures are accomplished using delivered data import utilities
3.	This includes tables within the PERS SQL database.	Data migrations into delivered HCM Cloud table structures are accomplished using delivered data import utilities
4.	Importation of data from DEN and or Pay+.	Data migrations into delivered HCM Cloud table structures are accomplished using delivered data import utilities
5.	Developing process to sync records with e-Personality.	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution
6.	The interface to this system must be encrypted.	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution
7.	Developing process to sync records with DEN and or Pay+.	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution
8.	TrackIT	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution
9.	RMS	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution
10.	DSS Learning Management System (LMS)	Delivered HCM Cloud technology is used to develop integrations into and out of the HCM Cloud solution

- 3.6 Hiring Process - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the software identified under the corresponding Oracle Software Module as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Offboarding	Fusion Human Capital Management Base Cloud Service
2.	Create check list for Offboarding	Fusion Human Capital Management Base Cloud Service
3.	Attrition by promotions	Fusion Human Capital Management Base Cloud Service
4.	Attrition by laterals	Fusion Human Capital Management Base Cloud Service
5.	Attrition by demotions	Fusion Human Capital Management Base Cloud Service
6.	Attrition by separations	Fusion Human Capital Management Base Cloud Service
7.	Exit interviews	Fusion Performance Management Cloud service
8.	Reasons	Fusion Human Capital Management Base Cloud Service
9.	Reports	Fusion Human Capital Management Base Cloud Service

- 3.7 Budgeting Forecast - CONTRACTOR shall configure the System to establish the HRMS functionality requirement through the Oracle Data Visualization Cloud Service Software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Ability to query the Auditor Controller's budgeting system and extract budget for each budgeted DSS position.	Oracle Data Visualization Cloud Service

- 3.8 Cross-check Timesheet - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Oracle Data Visualization Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Timesheet verification by Fiscal department	Oracle Data Visualization Cloud Service
2.	Employee enters directly into ESS+, timesheet application	Oracle Data Visualization Cloud Service
3.	Before timesheet is finalized, Fiscal downloads the information from ESS+ to Excel	Oracle Data Visualization Cloud Service
4.	Verification of proper coding	Oracle Data Visualization Cloud

Item No	HRMS Functionality	Oracle Software Module
	of timesheet	Service
5.	Every two weeks	Oracle Data Visualization Cloud Service

- 3.9 Cross-Check Random Moment Sampling (RMS) - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Oracle Data Visualization Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	RMS verification by fiscal department	Oracle Data Visualization Cloud Service
2.	Employee enters directly into ESS+, timesheet application	Oracle Data Visualization Cloud Service
3.	Fiscal downloads RMS from RMS application	Oracle Data Visualization Cloud Service
4.	Verification of proper RMS coding	Oracle Data Visualization Cloud Service
5.	Every month	Oracle Data Visualization Cloud Service

- 3.10 Lost Time Report - CONTRACTOR shall configure the System to establish the HRMS functionality requirements through the Oracle Data Visualization Cloud Service software as follows:

Item No	HRMS Functionality	Oracle Software Module
1.	Download employee name, ID, available hours, lost times category hours from DEN into Excel	Oracle Data Visualization Cloud Service
2.	Employee Detail by department	Oracle Data Visualization Cloud Service
3.	Lost time above average employee exception	Oracle Data Visualization Cloud Service
4.	Download from PERS into Excel	Oracle Data Visualization Cloud Service
5.	Report on lost time & overtime tracking	Oracle Data Visualization Cloud Service

- 4 Demonstrate functional elements of the System.
- 5 Update workflows in collaboration with DSS.
- 6 Review and document methods to move the data that is older than 12 months from PERS to Data Visualization Cloud or with the Oracle Human Capital Management System.
- 7 Validate number and types of software licenses to be purchased for the implementation of the System.
- 8 Review and document data migration fields.

- 9 Review and document data synchronization fields
- 10 Review and document interfaces between new and old systems.
- 11 Design and document security and privacy elements.
- 12 Design and document an admission control and capture process to control access to the System.
- 13 Prepare and document an Acceptance Test criteria and User Acceptance Test document.
- 14 Prepare and document the training plan to include:
 - 14.1 Administration training and manuals – Onsite; and
 - 14.2 End-user training – Web based and web tutorials.
- 15 Develop and document with the COUNTY a mutually agreeable software configuration change management process.
- 16 Develop a detailed implementation plan and schedule.

As part of Step 1, CONTRACTOR shall develop a detailed plan and schedule for implementation of the System for Step 2. The detailed implementation plan shall include, but not be limited to, the following plan elements:

- 16.1 Test plan
 - 16.2 Installation sequence
 - 16.3 System configuration and programming
 - 16.4 Interfaces and data transfer
 - 16.5 Data integrity test
 - 16.6 Training
 - 16.7 Data clean up
 - 16.8 Knowledge transfer
 - 16.9 Post installation support.
- 17 CONTRACTOR shall provide task deliverables as identified above and complete the following Table – Completion Checklist.

Completion Checklist

Deliverables	Checklist Yes/No
1. Assign a Project Manager.	
2. Review existing workflows for the required and optional sections of the Request for Proposal.	
3. Demonstrate functional elements of the System.	
4. Update workflows in collaboration with DSS.	
5. Review and document ways to move the data that is older than 12 months from PERS to Data Visualization Cloud or with the Oracle HCM.	
6. Validate number and types of software licenses to be purchased for the implementation of the System.	
7. Review and document data migration fields.	
8. Review and document data synchronization fields.	
9. Review and document interfaces between new and old systems.	
10. Design and document security and privacy elements.	
11. Design and document an admission control and capture process to control access to the System.	
12. Prepare and document an Acceptance Test criteria.	
13. Develop a training plan.	
14. Develop and document with the COUNTY a mutually agreeable System configuration change management process.	
15. Develop a detailed implementation plan and schedule.	

Completion of the requirements set forth herein and COUNTY's acceptance concludes Step 1.

STEP 2: Software Procurement and Implementation.

- 1 Following are the tasks to be completed by CONTRACTOR by **May 31, 2018** after completion and acceptance of Step 1:
 - 1.1 Assign the same Project Manager in Step 1 for Step 2.
 - 1.2 DSS and CONTRACTOR shall meet weekly either onsite as required by DSS and/or by web collaboration to discuss implementation progress. Meeting notes shall be prepared by CONTRACTOR for each of the weekly review meetings.
 - 1.3 Review overall design and engineering.
 - 1.4 Configure, program, and test Software.
 - 1.5 Configure, program, and test application modules.
 - 1.6 Convert, migrate, and test existing data.
 - 1.7 Test entering new data.
 - 1.8 Test interfaces and data transfer.
 - 1.9 Conduct overall System tests and work with COUNTY to perform User Acceptance Tests developed in the Step 1.
 - 1.10 Re-evaluate workflows in collaboration with DSS.
 - 1.11 Review and confirm security and privacy issues during implementation and testing.
 - 1.12 Perform any data cleanup required.
 - 1.13 Provide documentation of System configuration.
 - 1.14 Conduct training to:
 - 1.14.1 Users via web based training module; and
 - 1.14.2 Managers and key staff via onsite training.
 - 1.15 Provide Post-Go Live date support documentation.
 - 1.15.1 Go Live is defined as first day of System use by the DSS employees.
 - 1.16 Prepare and document process to extract data, in case the County moves away from the Contractor.
 - 1.17 Prepare and present a support services contract to provide two software revisions upgrades per year for the duration of the Oracle/Mythics contract.

2 Acceptance

- 2.1 COUNTY shall be present and witness to all such tests at the time of performance testing by CONTRACTOR. When tests have been completed to CONTRACTOR's satisfaction, CONTRACTOR shall give the COUNTY written notice that the tests have been successfully completed. CONTRACTOR shall provide copies of tests and any required certification that all applicable standards and specifications have been met.
- 2.2 CONTRACTOR must demonstrate that the System is working based on Step 1 Design, and is in accordance with Oracle's specifications. There will be an acceptance clock that runs for 30 days (Acceptance Clock) following the Go Live date based on CONTRACTOR's Acceptance Test Criteria established during Step 1. The System must operate without any "Major Service Outage" for 30 consecutive days (Acceptance Period). Major Service Outage is defined as the System is not performing as programmed. Upon the expiration of the 30 day Acceptance Period, the COUNTY will provide written approval that Acceptance has been achieved.
- 2.3 During the Acceptance Period, the Acceptance Clock will be reset to zero upon CONTRACTOR's receipt of notification from the COUNTY of any Major Service Outage.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **423,260.84, which includes a contingency of \$38,478.26.**

Table I contains the total not to exceed contract price including contingency.

Table I - Project Pricing	
Step 1 Pricing	\$77,514.51
Step 2 Pricing	\$307,268.07
Project Total	\$384,782.58
Contingency	\$38,478.26

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s performance of services in accordance with this Agreement, based upon the scope and methodology contained in **EXHIBIT A** and upon completion of tasks as outlined in C below.. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A.**
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered 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.

Deliverable Description and Milestone	Maximum Amount Chargeable
Step 1 - Task 1, to include 1.1 – 1.4. Assign a Project Manager. <i>Inception Completed</i>	Milestone 1: \$ 15,502.90
Step 1 - Task 12. Design and document an admission control and capture process to control access to the System. <i>Inception Completed</i>	
Step 1 - Task 15. Develop and document with the COUNTY a mutually agreeable System configuration change management process. <i>Inception Completed</i>	
Step 1 - Task 16, to include 16.1 – 16.9. Develop a detailed implementation plan and schedule. <i>Inception Completed</i>	
Step 1 - Task 3, to include 3.1 – 3.10. Review existing workflows for the required and optional sections of the Request for Proposal. Configure the system to establish HRMS functionality. <i>Elaboration 50% Complete</i>	Milestone 2: \$ 31,005.80

Step 1 - Task 4. Demonstrate functional elements of the System. <i>Elaboration 50% Complete</i>	
Step 1 - Task 6. Review and document ways to move the data that is older than 12 months from PERS to Data Visualization Cloud or with the Oracle HCM. <i>Elaboration 50% Complete</i>	
Step 1 - Task 8. Review and document data migration fields. <i>Elaboration 50% Complete</i>	
Step 1 - Task 9. Review and document data synchronization fields. <i>Elaboration 50% Complete</i>	
Step 1 - Task 5. Update workflows in collaboration with DSS. <i>Elaboration 100% Complete</i>	Milestone 3: \$ 31,005.80
Step 1 - Task 10. Review and document interfaces between new and old systems. <i>Elaboration 100% Complete</i>	
Step 1 - Task 11. Design and document security and privacy elements. <i>Elaboration 100% Complete</i>	
Step 1 - Task 13. Prepare and document an Acceptance Test criteria. <i>Elaboration 100% Complete</i>	
Step 1 - Task 14, to include 14.1 – 14.2. Develop a training plan. <i>Elaboration 100% Complete</i>	
Step 2 - Task 1.1. Assign the same Project Manager in Step 1 for Step 2. <i>Construction 50% Complete</i>	Milestone 4: \$ 76,817.02
Step 2 - Task 1.2. DSS and CONTRACTOR shall meet weekly either onsite as required by DSS and/or by web collaboration to discuss implementation progress. Meeting notes shall be prepared by CONTRACTOR for each of the weekly review meetings. <i>Construction 50% Complete</i>	
Step 2 - Task 1.3. Review overall design and engineering. <i>Construction 50% Complete</i>	
Step 2 - Task 1.4. Configure, program, and test Software. <i>Construction 50% Complete</i>	
Step 2 - Task 1.5. Configure, program, and test application modules. <i>Construction 50% Complete</i>	
Step 1 - Task 7. Validate number and types of software licenses to be purchased for the implementation of the System.	Milestone 5: \$ 76,817.02
Step 2 - Task 1.6. Convert, migrate, and test existing data. <i>Construction 100% complete</i>	
Step 2 - Task 1.7. Test entering new data. <i>Construction 100% complete</i>	
Step 2 - Task 1.8. Test interfaces and data transfer. <i>Transition Materially Complete</i>	Milestone 6: \$ 76,817.02
Step 2 - Task 1.9. Conduct overall System tests and work with COUNTY to perform User Acceptance Tests developed in the Step 1. <i>Transition Materially Complete</i>	

Step 2 - Task 1.10. Re-evaluate workflows in collaboration with DSS. <i>Transition Materially Complete</i>	
Step 2 - Task 1.11. Review and confirm security and privacy issues during implementation and testing. <i>Transition Materially Complete</i>	
Step 2 - Task 1.12. Perform any data cleanup required. <i>Transition Materially Complete</i>	
Step 2 - Task 1.13. Provide documentation of System configuration. <i>Transition Materially Complete</i>	
Step 2 - Task 1.14. Conduct training to users via web based and managers & key staff via onsite <i>Transition Materially Complete</i>	
Step 2 - Task 1.15. Provide Post-Go Live date support documentation. <i>Stabilization Materially Complete</i>	Milestone 7: \$ 76,817.02
Step 2 - Task 1.16. Prepare and document process to extract data, in case the County moves away from the Contractor <i>Stabilization Materially Complete</i>	
Step 2 - Task 1.17. Prepare and present a support services contract to provide two software revisions upgrades per year for the duration of the Oracle/Mythics contract. <i>Stabilization Materially Complete</i>	

The final milestone payment (Milestone 7) above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. 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

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew

such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES
CONTRACTOR ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT
CONTRACTOR eVerge Group, LLC
CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that I am an independent Contractor and that I am not an employee of the County of Santa Barbara for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Santa Barbara by virtue of my performance of work under an agreement awarded by the County of Santa Barbara. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Santa Barbara pursuant to any agreement between any person or entity and the County of Santa Barbara.

CONFIDENTIALITY AGREEMENT:

As an Independent Contractor, you may be involved with work pertaining to services provided by the County of Santa Barbara and, if so, you may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, you may also have access to proprietary information supplied by the County of Santa Barbara or by other vendors doing business with the County of Santa Barbara. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and client protected information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take due time to consider it prior to signing.

CERTIFICATION:

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to an agreement awarded by the County of Santa Barbara. I agree to forward all requests for the release of any data or client protected information received by me to the County Designated Representative.

I agree to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under an agreement awarded by the County of Santa Barbara. I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Designated Representative any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Designated Representative upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Santa Barbara may seek all possible legal redress.

NAME: John Beall DATE: 1/11/17
(Signature)

NAME: John Beall, Executive Vice President (Please print)

POSITION: CONTRACTOR