

Statement of Work

Whereas, Sonoma County ("County") issued a Request for Offer (RFO) soliciting proposals to assess the current state of the Integrated Justice System and identify capability gaps and potential risk; and

Whereas, on September 12, 2022, Ernst & Young LLP ("EY") submitted a written proposal in response to the RFO; and

Whereas, County has selected EY for contract award and now desires to enter this Statement of Work with EY to memorialize the scope of services to be performed and applicable terms and conditions.

Now therefore, by signature of their authorized representatives below, this Statement of Work (SOW) is entered by and between County and EY.

1. Introduction

EY will provide the County with business and technology consulting services related to IJS modernization. Specifically, this will include assessments and recommendations related to IJS modernization from a technology, data, and security perspective. EY will work with County ISD, Justice Partners and Law Enforcement to understand data integration and workflow coordination requirements, identity gaps in the data or integration landscape, and recommend potential remediations.

The following are the key objectives that EY shall seek to serve:

- a) Assess the County's current technology portfolio and data assets, as well as its governance processes around data and technology, in the context of the IJS ecosystem
- b) Assess the County's IT infrastructure considering the IJS modernization requirements
- c) Identify critical gaps and delineate impact
- d) Perform alternatives analyses and provide recommendations for phased modernization

2. Scope

2.1. Project-Based Services

EY will provide the County consulting services in support of its IJS modernization journey. The project will comprise a Discovery Phase and an Analysis phase.

2.1.1 Discovery Phase

During the discovery phase of this engagement, EY will assess the source and target systems being considered for inclusion in the upcoming IJS modernization program and review key artifacts related to system design, operations, and governance. EY will conduct interviews with key County stakeholders, including Department leads and System Owners within the perimeter of the Integrated Justice Continuum. EY will also work with IT Services to understand the County's IT infrastructure, security controls, and governance.

The following activities will be performed during the discovery phase:

- Assess source/target systems for IJS
- Document workflows into target systems and the role of IJS
- Issue data requests for artifacts and documents
- Collect information through targeted questionnaires

- Interview key stakeholders

2.1.2 Analysis & Design Phase

Upon completion of the discovery period, EY will analyze the information collected and organize it into a standard Enterprise Architecture framework. EY will perform fit-gap and impact analysis and move forward into alternatives analysis and recommendations. The following activities will be performed during the analysis and design phase:

- Analyze discovery data and organize it into an enterprise architecture framework.
- Perform fit-gap and impact analysis concerning IJS modernization program goals.
- Perform alternatives analysis and develop recommendations.

The following are key considerations that will factor into the analysis and design and influence the eventual recommendations.

- a) Interoperability mechanisms and integration infrastructure.
- b) Data governance (Data quality, Master data, and Metadata management)
- c) Security and Privacy controls.
- d) Build vs. buy analysis; maintainability, flexibility and resiliency.
- e) IT Service Management and sustenance planning.

2.2. Roles and Responsibilities

County responsibilities:

- The County will assign a Project Manager to oversee the Services provided by the EY team and act as the primary point of contact for the day-to-day conduct of the project. County will also assign an appropriate level of executive oversight to deal with escalations, course corrections, etc.
- The County will arrange and lead discussions with Justice stakeholders with EY team support. It is the County's responsibility to engage the appropriate stakeholders and secure their commitment
- The County will expeditiously resolve any delays in obtaining participation, requirements, feedback, or approvals from stakeholders as and when the EY team reports such delays
- The County will provide access to strategic plans and performance data relevant to this engagement. The County will provide additional supporting documentation as deemed necessary during project delivery.

EY responsibilities:

- EY will perform the activities stated within this SoW as per the stated Workplan and submit the deliverables within the stated timeline
- EY will assign a Project Manager (PM) to lead the delivery of services within this SoW. This person will act as the primary EY point of contact for the County. EY will also assign an appropriate level of executive oversight to deal with escalations, course corrections, etc.
- EY will expeditiously escalate to the County PM any issues that impede the conduct of the project, including lack of access to County Justice stakeholders or subject-matter experts

- EY does not anticipate the need to access sensitive data (including PII/PHI) during the Assessment phase. In case of any change/extension that may require otherwise, the County will provide EY with the pertinent regulations, policies, and procedures for the handling of sensitive data
- EY personnel will follow the County-prescribed Rules of Behavior for handling County data and being present on County premises. We will work with the County to set up processes and tooling whereby County data is always handled within the County environment and does not enter the EY perimeter
- EY shall not address or correct any errors or defects in the County computer systems, other devices, or components thereof (“Systems”), whether due to imprecise or ambiguous entry, storage, interpretation, or processing or reporting of data.
- If and when the County requests changes to the scope or processes described here, EY will perform an impact assessment and communicate the impact on results, timeline, and price to the County. Changes will be effective upon joint agreement.

EY will provide a weekly status report that will include the following:

- Status summary
- Key milestones and schedule performance
- Key accomplishments, upcoming activities, and blockers
- Deliverable status
- Issues and risks
- Items requiring senior leadership briefing/involvement

EY will perform a monthly executive briefing to cover:

- Status summary
- Key milestones and schedule performance
- Major issues and risks

2.3. Project risks, assumptions, and constraints

Risks:

- Lack of availability of crucial County stakeholders for interviews, working sessions, and feedback.

Assumptions:

- On-site presence of EY personnel will be on an as-needed basis. EY personnel will perform their project duties from a remote work location where such performance does not impact the deliverable quality
- EY will not receive, transmit or handle Personally Identifiable Information (PII), Personal Health Information (PHI), or other protected data about County residents during this engagement
- If and when County requests changes to the scope or processes described here, EY will perform an impact assessment and communicate the impact on results, timeline, and price to the County. Changes will be effected upon joint agreement.

3. Deliverables

3.1. Description of deliverables

	Deliverable	Content
MD1	Weekly Status Reports	A. Status summary B. Key milestones and schedule performance C. Key accomplishments, upcoming activities, and blockers D. Deliverable status E. Issues and risks F. Items requiring senior leadership intervention
MD2	Assessment Report	A. Discovery report (stakeholder interviews, questionnaires, artifact reviews, and other tech and data reviews conducted during the Discovery phase) B. Key current capabilities and gaps (data, applications, infrastructure, security) C. Policies and constraints D. Key issues and risks E. Impact analysis F. Alternatives analyses G. Recommendations (architecture and design, processes and controls, technology and data standards, future-state Concept of Operations and implementation plan)

3.2. Format of deliverables

Each deliverable will be formatted as a Microsoft Word document. EY will deliver executive summaries in Microsoft PowerPoint upon County request.

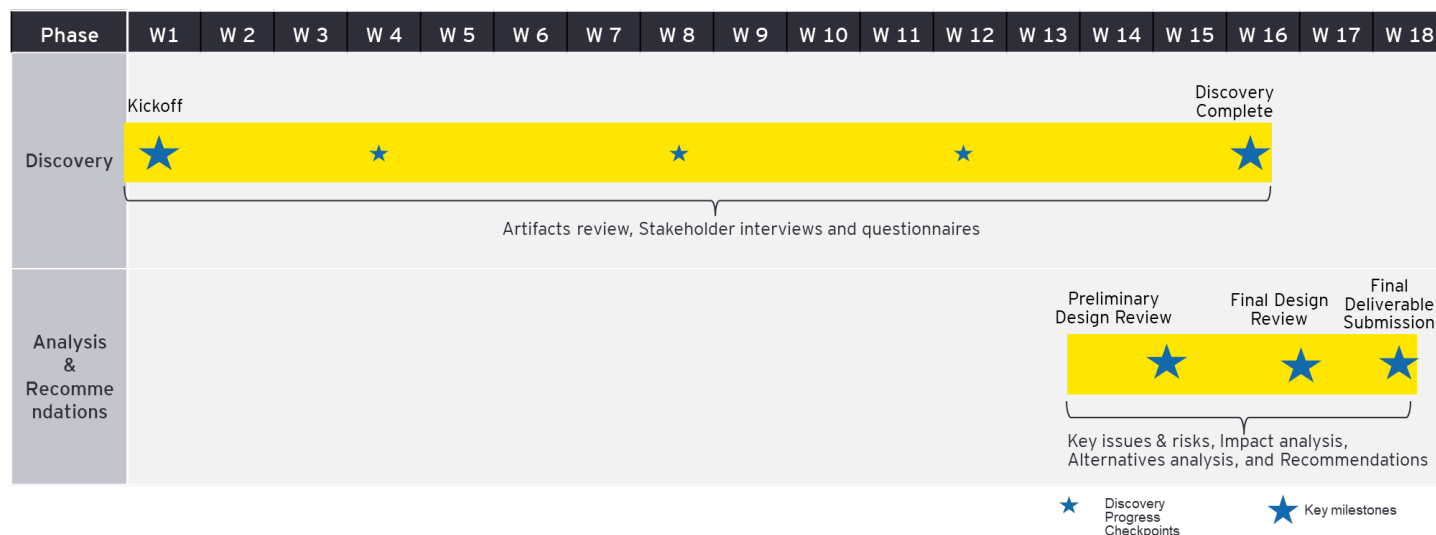
3.3. Acceptance Criteria

- We will develop a deliverables expectation document (DED) to reiterate and showcase our understanding of the outcome's purpose, scope, and content. We will submit DEDs to the County for review and incorporate County feedback.
- We will organize a Preliminary Design Review, typically in a workshop setting, to seek early feedback on the deliverable and perform course corrections if necessary. During the PDR, we will explore unaddressed issues and risks and identify areas that require elaboration or clarification. We will also discuss the key functional or technical concepts that shape the deliverable.
- We will do a Final Design Review (FDR) with key County stakeholders the week of deliverable submission for a final walk-through. We will incorporate any feedback received into the final submission.
- Deliverables will be submitted in MS Word or Microsoft PowerPoint (PPT) format. We will also provide an Excel log of feedback received during the PDR and FDR and how we addressed each item.
- The deliverable acceptance criteria will be considered met if the deliverable fulfills the scope in the SoW, conforms with the DED, and addresses the feedback received in the PDR and FDR.

3.4. Project Completion Criteria

The project will be considered complete when the deliverables specified in this SoW have been submitted by EY to the County and have met the acceptance criteria above.

4. Schedule



5. Key Personnel

The following vendor personnel is designated as key personnel on this engagement.

Name: Subhankar Sarkar

EY Position: Managing Director

Project Role: Delivery executive

The vendor will also staff the following roles in this engagement:

Project role	TDDC classification
Engagement Manager	Senior Technical Lead
Lead Architect	Senior Technical Lead
Security and Privacy Lead	Security Engineer
Assessment Lead	Technical Lead

6. Invoices

Invoices will be submitted every month based on the deliverables submitted.

7. Fees

The total fee for the Assessment phase is \$295,000. The following provides a breakdown of resources per the TDDC classification and rates. It also states the anticipated expenses for this phase.

- Total cost of services performed: \$286,447.00
- Travel costs are to be reimbursed upon actuals incurred and not to exceed: \$8,553.00

The following table shows the TDDC classification, hourly rate and estimated hours for the resources working on the contract:

Project role	TDDC classification	Hourly rate	Estimated hours	Total
Delivery Executive	Information Technology Expert	330	52	\$17,160
Engagement Manager	Senior Technical Lead	248	109	\$27,032
Lead Architect	Senior Technical Lead	248	310	\$76,880
Security and Privacy Lead	Security Engineer	214	90	\$19,260
Assessment Lead	Technical Lead	191	765	\$146,115
Total				\$286,447

8. Terms and Conditions

This SOW attaches hereto and incorporates herein all terms and conditions of the Technology, Digital and Data Consulting Master Services Agreement (the “TDDC MSA”) by and between State of California, Department of General Services and EY, except for the three substitutions noted below. References to “the State” in the TDDC MSA and Exhibits, including but not limited to, the IT General Provisions GSPD-401 IT, shall be deemed to include County. The following additional terms and conditions are incorporated into this SOW and shall govern the rights and obligations of County and EY with respect to this SOW only.

Warranties (Section 18 (Warranty) of the GSPD-401 IT is not incorporated and the and the following substitute provision applies to this SOW)

EY shall perform all services under this SOW in a professional and workmanlike manner consistent with practices of reputable firms performing similar services. EY DOES NOT PROVIDE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES.

Limitation of Liability (Section 26 (Limitation of Liability) of the GSPD-401 IT is not incorporated and the following substitute provision applies to this SOW).

- County may not recover from EY, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this SOW or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
- County may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this SOW or otherwise relating to the Services. This limitation will not apply to EY’s indemnification and defense obligations, to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
- County may not make a claim or bring proceedings relating to the Services or otherwise under this SOW against any other Ernst & Young member firm or against EY’s subcontractors, members, shareholders,

directors, officers, partners, principals or employees ("EY Persons"). County shall make any claim or bring proceedings only against EY. These provisions are intended to benefit the EY Persons, who shall be entitled to enforce them.

Dispute Resolution (Section 44 (Disputes) of the GSPD-101 IT is not incorporated and the following substitute provision applies to this SOW).

Any disputes between County and EY related to this SOW that are not settled through good faith discussions shall be resolved by mediation and (only if necessary) arbitration in accordance with the Dispute Resolution Procedures attached hereto as Exhibit A.

Future Contracting

County acknowledges and agrees that EY's performance of this SOW does not preclude EY from competing for and, if awarded, performing follow-on modernization implementation services for County.

IN WITNESS WHEREOF, the parties have executed this SOW as of November [REDACTED], 2022.

SONOMA COUNTY

By: _____
[Name]
[Title]

ERNST & YOUNG LLP

By: _____
[Name]
Authorized Signatory

Exhibit A

Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that

would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.