

Standard Professional Services Agreement

AGREEMENT FOR CONSULTING SERVICES for Probation Case Management Assessment

This agreement ("Agreement"), dated as of July 17th, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Avero, LLC DBA Avero Advisors (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified consulting firm with expertise in assessing and documenting business needs for the purposes of selecting case management systems, preparing and evaluating Requests for Proposals for case management systems and recommending implementations plan for new case management systems; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the evaluation of the case management systems utilized by the Sonoma County Probation Department.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

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

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that

acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. All provisions of the Agreement shall apply to any employee, subcontractor, Contractor, or other agent that is engaged in services related to this Agreement subsequent to the Effective Date of this Agreement. Contractor hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this agreement without the prior written consent of the county, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. All persons assigned to perform services under this Agreement on behalf of Contractor are subject to background investigations performed by or under the direction of the Probation Department.
- e. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
- f. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may

result in a loss of funding and/or contract termination.

- g. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.

1.5 Access to County Facilities. Contractor shall be permitted access to County facilities for the purpose of performing the services required under this Agreement, pursuant to explicit prior authorization provided by applicable Department heads or designees. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all County policies and procedures, and any directives issued by County staff, relating to safety and security while performing services in the facilities.

- 2. Payment. For all services and incidental costs required hereunder, Contractor shall be a lump sum amount on a per deliverable basis as set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$374,850.00 without the prior written approval of County. Contractor shall submit its bills upon completion and acceptance by the County of deliverables called out in Exhibit B. In the event that a deliverable is not accepted by the County, the Contractor shall either update the deliverable to the satisfaction of the County, or the County and Contractor may negotiate a reduced lump sum payment for said deliverable. For any travel costs or costs to be billed on a time and materials basis as discussed in Exhibit B, Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. For lump sum deliverable payments, bills will indicate the deliverable completed and include the 5% new client discount. For travel or time and materials payments, the bills shall show or include: (i) the task(s) performed; and (ii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. Should County staff have to perform work to make basic corrections to materials submitted by the Contractor (i.e. fixing typos, clearly fixed incorrectly copied information, adding in missing supporting documentation, etc.), County shall record staff time for such clean-up work and shall reduce payment to the Contractor based on the cost of an Associate/Senior Consultant's hourly rate noted in Exhibit B.

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

a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to

the County pursuant to Article 14. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 17th, 2024 to July 16th, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor

shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Chief Probation Officer, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C which is attached hereto and incorporated herein by this reference.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly

recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Contractor and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.

9.4 With respect to confidentiality under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to comply with the terms of the Data Sharing Agreement as Exhibit E incorporated herein. In the event of a conflict between the body of this Agreement and Exhibit E, the provisions in the body of this Agreement shall control.

9.5 Contractor will comply with the requirements of 42 C.F.R. section 2.53 if Contractor requires access to alcohol and drug abuse patient records for purposes of performing evaluation services under this Agreement.

9.6 Access to Criminal Offender Record Information (CORI). "Criminal offender record information" is defined by Penal Code §§ 11075 and 13102 as "records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release." Penal Code § 11076 provides that "criminal offender record information shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by

statute.” See also Cal. Pen. Code § 13201. As “criminal justice agencies” defined under 11 CCR §701(a) and Penal Code § 13101, the Sonoma County Probation Department is affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System (“CLETS”), as needed in the course of their duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq.

The Probation Department, in accordance with the California Department of Justice (DOJ) “CLETS Policies, Practices, and Procedures,” section 1.8.3.A.4, require that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to, information from CLETS, local County records, and the Integrated Justice System (IJS), shall receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to facilities where CORI is created, stored, handled or discussed, Contractor shall ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training prior to accessing CORI under this agreement. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department.

9.7 Contractor shall assure that all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training complete CORI/CLETS Training. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign a CLETS Employee/Volunteer Statement Form (Exhibit F).

9.7.1 Use of County Data/Information. Contractor staff assigned to this contract may have access to County information systems. County requires Contractor staff to read, sign acknowledgment of receipt, and comply with Sonoma County Administrative Policy 9.2 Information Technology Use and Security Policy Manual (available here: <https://sonomacounty.ca.gov/administrative-support-and-fiscal-services/human-resources/employee-resources/administrative-policy-manual/9-2-it-use-and-security-policy>). Contractor shall require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt. Contractor shall maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy and shall require its staff assigned to this contract to comply with said policy.

9.7.2 Non-Disclosure Agreement. Contractor hereby agrees to acknowledge and abide by a Non-Disclosure Agreement, attached hereto as Exhibit D. In the event of a conflict between the body of this Agreement and Exhibit D, the provisions in the body of this Agreement shall control.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.

10.1 Standards. All contractors responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

10.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Contractor agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Contractor. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

11. Representations of Contractor.

11.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and

applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

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

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

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

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

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

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement [is/may be] subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, and medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category, including without limitation, the County's and the Vendor's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

11.11 Ownership and Disclosure of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, Contractors, and other agents shall

remain the property of those persons or entities.

11.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

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

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

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Attention: Probation
Administration Sonoma
County Probation Department

370 Administration Drive, 2nd
Floor Santa Rosa, CA 95403

scpd-adultservices@sonoma-
county.org

TO: CONTRACTOR:

Avero, LLC DBA Avero
Advisors 512 West
Broadway Ave.
Maryville, TN 37801
av@averoadvisors.com

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

15. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

15.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONTRACTOR: Avero, LLC

COUNTY: County of Sonoma

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED AS
TO SUBSTANCE: _____

By: _____

FOR COUNTY

Name: Abhijit Verekar

APPROVED AS TO FORM FOR COUNTY:

Title: Founder & CEO

Date: _____

By: _____
Tambra Curtis, County Counsel

Date: _____

EXECUTED BY:

By: _____
Vanessa Fuchs, Chief Probation
Officer

Date: _____

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: INSURANCE

EXHIBIT D: NONDISCLOSURE AGREEMENT

EXHIBIT E: DATA SHARING AGREEMENT

EXHIBIT F: CLETS EMPLOYEE/VOLUNTEER STATEMENT FORM

EXHIBIT A: SCOPE OF WORK

Project Title:

Probation Department Case Management System (CMS) Assessment & Procurement Assistance

Background:

The County's Integrated Justice System (IJS) is an enterprise case and record management system that supports multiple Justice Partners including the Probation, Sheriff's Office, and District Attorney's Office. It facilitates real-time data sharing among the Superior Court, local law enforcement, and state and federal agencies. The County's Information Systems Department (ISD) is embarking on a multi-year modernization project to replace the current IJS with a standards-based interoperability platform. This includes discontinuing maintenance of custom in-house applications currently comprising the Probation's Case Management System (CMS). In light of these changes, the Probation Department seeks to assess its current CMS and develop a comprehensive procurement packet to align with strategic objectives and facilitate the IJS modernization.

Agreement Objectives:

1. Assess the business needs of the Probation Department and to establish the technical and functional requirements for a new case management system(s) based on the department's future vision.
2. Develop a comprehensive Request for Proposals (RFP) packet for procuring a new CMS.
3. Provide consultation services to support the selection of the new case management system(s) and advise on the implementation plan for such system(s).

Project Description:

The contractor will conduct a detailed needs assessment for the Probation Department's CMS and develop a procurement strategy to obtain a new system(s) that addresses business needs, aligns with the IJS modernization, and considers stakeholder needs.

Key Tasks and Deliverables

Phase 1: Project Plan Initiation & Plan Development (Estimated phase duration: 1 week)

1. Project Planning & Kick-Off

Contractor will plan for the project and hold a kick-off meeting with County's project sponsors to assimilate project expectations. This project task will include the following:

- Introduce Contractor's Project Team for this engagement
- List County stakeholders who will be involved in this engagement

- Develop a Stakeholder Registry of all the relevant County stakeholders who will have a role in the current-state discovery process and future-state visioning process
- Identify roles and responsibilities for County leaders for this engagement
- Present a detailed Project Work Plan, including project tasks, goals, timeframes, deliverables, and milestones, and finalize it with feedback and approval of the County
- Discuss the contents of the weekly Project Status Reports that will be provided to the County's project sponsors
- Determine a meeting time for the weekly Project Update Meetings that will cover the details of the Project Status Reports and be held with the County's project sponsors
- Answer any questions from meeting attendees
- **Deliverable 1:** Project Plan Document
- **Deliverable 2:** Project Work Plan
- **Deliverable 3:** Project Status Report Template (Provided Throughout Project)
- **Deliverable 4:** Project Update Meeting Template (Provided Throughout Project)

Phase Two: CMS Needs Assessment (estimated phase duration: 4 months)

2. Current-State Discovery

Contractor will conduct current-state discovery across all relevant County departments to gain a comprehensive understanding of the current-state CMS environment. This project task will include the following:

- Collect documents that are transferred within the County's current-state CMS environment, including policies and procedures
- Analyze data sources, such as software systems and applications, outside spreadsheets, and information transferred in paper format within the current-state CMS environment
- Develop a Business Process Inventory so that we can track departmental processes, process owners, and statuses of the included processes
- Develop an inventory of vendors and external system interfaces to the current system
- Hold Current-State Discovery Sessions with County stakeholders identified on the Stakeholder Registry to evaluate the current-state CMS environment through the perspective of staff
 - Determine how they utilize the existing CMS to perform their job tasks
 - Understand what they believe the system's pros & cons are
 - Determine the nature of the data that the system currently holds & how staff interact with that data

- Identify current business processes that are executed using the system, what the pros & cons of these processes are, and which of these processes are paper-based
- **Deliverable 5:** Business Process Inventory

3. Current-State Business Process Mapping

Contractor will develop Business Process Modeling Notation (BPMN) diagrams based on documentation collected & stakeholder feedback gathered during current-state discovery. This project task will include the following:

- Map daily activities to business processes across the County's current-state CMS environment
- Diagram and document current-state workflows
- Identify inefficiencies, such as bottlenecks & duplications
- Identify where key business activities or key controls are missing
- Determine the condition of the existing data & where there is insufficient access to data
- Determine undefined or poorly defined process ownership responsibilities
- Validate the Current-State Business Process Maps with the County's project sponsors
- **Deliverable 6:** Current-State Business Process Maps

4. Future-State Visioning

Contractor will conduct future-state visioning across all relevant County departments to gain a comprehensive understanding of the ideal future-state CMS environment. This project task will include the following:

- Conduct a best practices review to understand the best practices of similar public sector organizations that have excellent operational practices in place
- Review the marketplace of CMS vendors & products to provide the County's project sponsors with exposure to the business process efficiencies created by modern technology
- Hold Future-State Visioning Sessions with County stakeholders identified on the Stakeholder Registry to understand the ideal future-state CMS environment through the perspective of staff:
 - Determine how staff would like to utilize the CMS to perform their job tasks
 - Understand what staff believe the system's capabilities could be
 - Identify what the County's ideal, modernized business processes would look like in the future-state CMS environment
- Lead discussion and determination related to the preferred platform – on premise vs

cloud-based

- If cloud-based, ensure the RFP speaks to specific critical requirements, such as compliance with CJIS (Criminal Justice Information Services) and meets other required approvals for criminal justice data
- Lead discussion on preferences related to what level of system support will be provided by the vendor versus Probation/County staff
- Lead discussion related to any customizations in the new system
 - Define preferences and the trade-offs for customization versus long-term burdens Probation/County staff will have in the new system
- Ensure the RFP requires respondents to clarify which customizations Probation/County staff can implement without technical support from the vendor
 - This includes larger-scale customizations, and more basic updates, (e.g., adding a new field to a drop-down menu)
- **Deliverable 6a:** Future-State Visioning Sessions

5. Future-State Business Process Mapping

Contractor will develop BPMN diagrams based on documentation collected & stakeholder feedback gathered during future-state visioning. This project task will include the following:

- Identify where bottlenecks, duplications, manual activities, in-house workarounds, unclear ownership responsibilities, and potential legal & compliance risks can be eliminated
- Determine the positive impact of data integration, workflow automation, and process controls offered by modernized CMS solutions
- Map daily activities to ideal business processes across the County's ideal future-state CMS environment
- Diagram and document future-state workflows
- Validate the Future-State Business Process Maps with the County's project sponsors
- **Deliverable 7:** Future-State Business Process Maps

6. Needs Assessment

Contractor will develop a thorough Needs Assessment that details the CMS-related needs & desires of the County. This project task will include the following:

- Document strengths, weaknesses, opportunities, and threats impacting critical business operations (i.e., a SWOT analysis)
- Document what the current-state CMS environment looks like, what the ideal future-state ERP environment looks like, and what the gaps between them are (i.e., a Gap Analysis)

- Document user roles and profiles, sharing rules, security methodology, reporting and dashboard requirements, and interface and exchange requirements.
- Include any "wish list" functionalities desired in the future system
- Make recommendations regarding modernization opportunities that will address the challenges present in the County's current-state CMS environment
- Finalize the Needs Assessment with the feedback & approval of the County's project sponsors
- **Deliverable 8:** Needs Assessment

Phase Three: Draft Sections of the Procurement Packet for a new CMS (Estimated Phase duration: 3 months)

7. Requirements Traceability Matrix

Contractor will develop a Requirements Traceability Matrix that includes the key requirements that the County has for a new CMS. This project task will include the following:

- Hold Requirements Development Workshops with the County's relevant stakeholders to define the business requirements, functional requirements, integration requirements, and technical requirements of the future system
- Define all business and functional requirements including business processes, process workflows, user roles and profiles, sharing rules, security methodology, reporting and dashboard requirements, and interface and data exchange requirements
- Organize the requirements by module/functional area
 - Label each requirement as "critical" or "desired"
- Finalize the Requirements Traceability Matrix with the feedback & approval of the County's project sponsors
- **Deliverable 9:** Requirements Traceability Matrix

8. RFP Development

Contractor will develop an RFP for a new CMS for the County. This project task will include the following:

- Identify critical staff across the County's departments to be on the County's Selection Committee
- Develop a draft RFP document
- Define a set of evaluation criteria that meets the requirements outlined in the pending RFP
- Hold a review of the RFP document & evaluation criteria with the Selection Committee

- Revise the RFP document & evaluation criteria (as needed), based on feedback gained during the review
- Hold a final review of the RFP document & evaluation criteria with the Selection Committee for finalization & approval
- Collaborate with the County's procurement agent to release the RFP
- **Deliverable 10:** RFP & RFP Evaluation Framework and Instrument

9. RFP Solicitation

Contractor will coordinate with the County's Selection Committee to solicit proposals from CMS vendors. This project task will include the following:

- Coordinate any pre-proposal conference meetings, Q&A sessions, and/or site visits that are needed during the RFP solicitation
- Review all questions received from vendors and coordinate with the Selection Committee to develop draft responses
- Develop addenda (if needed) and share/publish appropriately
- Assist the Selection Committee with analyzing all proposals received in response to the RFP
- Develop a Vendor Requirements Evaluation Summary that captures the capabilities of each vendor that responded to the RFP
 - Include each vendor's score based on its ability to meet the County's documented requirements and follow the instructions provided in the RFP, as well as costs related to licensing, implementation, traveling, training, support, and maintenance
- Develop a Vendor Shortlist with the top three to five vendors
- **Deliverable 11:** Vendor Requirements Evaluation Summary
- **Deliverable 12:** Vendor Shortlist

Phase Four: Consultation Services During CMS Selection & Implementation Planning (Estimated phase duration: 6 weeks)

10. System Demos & Reference Checks

Contractor will oversee the interview & demonstration process, as well as the reference checking process, to assist the County's Selection Committee with vendor selection. This project task will include the following:

- Facilitate system demos for all the vendors on the Vendor Shortlist
 - Supply Demo Scripts to the vendors & Scorecards to the Selection Committee prior to the demos
 - Schedule the demos

- Facilitate and attend demos to ensure the Selection Committee understands each system's functionalities, as well as each vendor's work ethic & culture
- Facilitate reference checks for all the vendors on the Vendor Shortlist
 - Schedule calls with vendors' CMS clients
 - Follow up with references (as needed) to help the Selection Committee gain further insight into the CMS implementation process
- **Deliverable 13:** Demo Scripts & Scorecards

11. Subject-Matter Expert Analysis

Contractor will provide subject-matter expert analysis to assist the County in choosing a new CMS. This project task will include the following:

- Meet with the County's Selection Committee once all system demos & reference checks are finished
- Identify and prioritize key features and functionalities that align with the County's specific needs and workflows
- Provide a comparative analysis of potential CMS vendors that responded to the RFP, highlighting their strengths, weaknesses, cost implications, and scalability to support future growth
- Provide our professional recommendation for the vendor that we believe will fulfill the County's requirements and ultimately be the best fit for the County
- **Deliverable 13a:** Subject-Matter Expert Analysis

12. Implementation Recommendations

Contractor will prepare the County for the new CMS implementation by providing recommendations regarding the implementation process. This project task will include the following:

- Develop an Implementation Plan, which will outline each phase of the implementation, including anticipated costs & timeframes, anticipated staff resources that will be needed, and recommendations for how staff members can balance their current workloads with the workload demands related to implementation
- Develop a Change Management Plan, which will prepare County staff who will be using the new software for the changes ahead, set appropriate expectations for these users, and describe how we will manage any resistance identified from these users
- Recommend strategies for data migration and integration in order to ensure that all existing case records are securely and accurately transferred to the new system
- **Deliverable 14:** Implementation Plan
- **Deliverable 15:** Change Management Plan

Estimated Project Timeline:

Sonoma County	Duration	Start	Finish	Q3			Q4			Q1					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
▣ Probation Case Management Assessment	188d	07/10/24	03/28/25												
▣ Phase One: Project Initiation & Plan Development	3d	07/10/24	07/12/24												
Project Planning & Kick-Off	3d	07/10/24	07/12/24												
Phase Two: CMS Needs Assessment	90d	07/15/24	11/15/24												
Current-State Discovery	20d	07/15/24	08/09/24												
Current-State Business Process Mapping	20d	08/12/24	09/06/24												
Future-State Visioning	15d	09/09/24	09/27/24												
Future-State Business Process Mapping	20d	09/30/24	10/25/24												
Needs Assessment	15d	10/28/24	11/15/24												
Phase Three: Draft Sections of the Procurement Packet for a New CMS	65d	11/18/24	02/14/25												
Requirements Traceability Matrix	15d	11/18/24	12/06/24												
RFP Development	15d	12/09/24	12/27/24												
RFP Solicitation	35d	12/30/24	02/14/25												
Phase Four: Consultation Services During CMS Selection & Implementation Planning	30d	02/17/25	03/28/25												
System Demos & Reference Checks	10d	02/17/25	02/28/25												
Subject-Matter Expert Analysis	10d	03/03/25	03/14/25												
Implementation Recommendations	10d	03/17/25	03/28/25												

Project Team:

The project team will include the Contractor Project Lead, the project lead for the Probation Department as defined during the Project Kick-Off, the Justice Team of ISD for technical support, and the Probation Department Project Team consisting of the Administrative Services Director, the Information Systems Team members and key stakeholders.

Stakeholder Engagement:

Engagement will involve both internal stakeholders (Probation Department's Information Systems Manager, Management Team, and staff) and external stakeholders (Community- Based Organizations, clients and their families, and Justice Partners).

Success Criteria:

1. Comprehensive assessment of current CMS needs.
2. Development of an effective and inclusive RFP packet.
3. Timely delivery of all project deliverables.

Approval and Acceptance Criteria:

All deliverables will be reviewed and approved by the Probation Department Administrative Services Director and the project team before final acceptance.

EXHIBIT B: FEE SCHEDULE

Cost of Service

The Contractor will utilize the project costs by deliverable in the Project Budget in order to complete the Probation Case Management Assessment project for Sonoma County. The Project Budget below includes the lump sum cost for each project deliverable.

The Contractor is committed to working closely with the County to ensure that the project does not exceed the proposed cost. If any project tasks outside the deliverables outlined in the Project Budget contract arise, they will be billed separately at the individual rates listed in the Hourly Rate Chart, upon prior written approval from Sonoma County & Avèro Advisors, with billing to be in minimum increments of one-quarter of an hour. Invoices for such completed services will be submitted monthly by Avèro Advisors.

Hourly Rate Chart

Project Team Role	Hourly Rate
Project Executive	\$300
Director of Advisory Services	\$250
Senior Manager	\$225
Project Manager	\$200
Associate / Senior Consultant	\$175

Project Budget

Sonoma County

Probation Case Management Assessment

Fees by Deliverable

Phase One	Project Planning & Kick-Off		\$5,800
	Deliverable 1: Project Plan Document		\$2,900
	Deliverable 2: Project Work Plan		\$2,900
	Deliverable 3: Project Status Report Template (Provided Throughout Project)		\$0
	Deliverable 4: Project Update Meeting Template (Provided Throughout Project)		\$0
Phase Two	Current-State Discovery		\$46,400
	Deliverable 5: Business Process Inventory		\$46,400
	Current-State Business Process Mapping		\$46,400
	Deliverable 6: Current State Business Process Maps		\$46,400
	Future-State Visioning		\$46,400
	Deliverable 6a: Future-State Visioning Sessions		\$46,400
	Future-State Business Process Mapping		\$46,400
	Deliverable 7: Future-State Business Process Maps		\$46,400
	Needs Assessment		\$27,600
	Deliverable 8: Needs Assessment		\$27,600
Phase Three	Requirements Traceability Matrix		\$27,600
	Deliverable 9: Requirements Traceability Matrix		\$27,600
	RFP Development		\$27,600
	Deliverable 10: RFP & RFP Evaluation Framework and Instrument		\$27,600
	RFP Solicitation		\$16,000
	Deliverable 11: Vendor Requirements Evaluation Summary		\$12,000
	Deliverable 12: Vendor Shortlist		\$4,000
Phase Four	System Demos & Reference Checks		\$23,200
	Deliverable 13: Demo Scripts & Scorecards		\$23,200
	Subject-Matter Expert Analysis		\$23,200
	Deliverable 13a: Subject Matter Expert Analysis		\$23,200
	Implementation Recommendations		\$20,400
	Deliverable 14: Implementation Plan		\$10,200
	Deliverable 15: Change Management Plan		\$10,200
Total Fees			\$357,000
Travel Fees			\$35,700
New Client Discount			(\$17,850)
			\$ 374,850

EXHIBIT C: INSURANCE REQUIREMENTS

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance*:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. **Automobile Liability Insurance**

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

4. **Professional Liability/Errors and Omissions Insurance**

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

5. **Cyber Liability Insurance**

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. **Standards for Insurance Companies**

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

7. **Documentation**

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any

additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees
Attn: Probation Department
600 Administration Drive, Room 104-J Santa Rosa, CA 95403
Email: SCPD-AdultServices@sonoma-county.org
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self- insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. **Material Breach**

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

EXHIBIT D: NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is effective as of (the “**Effective Date**”), by and between the County of Sonoma, a political subdivision of the State of California (“**County**”), and Avèro, LLC dba Avèro Advisors (the “**Contractor**”). County and Contractor are collectively referred to herein as the “**Parties**,” or individually as a “**Party**.”

Whereas, County and Contractor entered into that certain Scope of Work to provide Probation Case Management Assessment services; and

Whereas, Contractor will provide the County with Probation Case Management Assessment services;

Whereas, in order to be allowed to obtain such potential sensitive information and materials necessary to develop this platform, Contractor is willing to agree to confidentiality and nondisclosure requirements as to the County’s sensitive and protected information;

NOW THEREFORE, in consideration of the above recitals and mutual covenants set forth below, the Parties hereby agree as follows:

1. “Confidential Information” as used herein shall mean, individually and collectively, all data including , but not limited to, booking, court case, and other data; and all materials, documentation, and information of any kind whatsoever (including photos, systems, materials, data, research, development, technology, know-how) that are marked or identified as being confidential and provided by or on behalf of County and which depict, reflect, or pertain to the content that is the subject of the associated County project (“Purpose”).

Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Contractor or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is lawfully in the possession of Contractor at the time of disclosure by County; (iii) that becomes known to Contractor through disclosure by sources other than County which, to the knowledge of Contractor, are not subject to any obligation of confidentiality or other duty not to disclose such information; or (iv) that is independently developed by Contractor without access to or use of any Confidential Information. Neither the terms of this Agreement nor the fact that this Agreement was entered into shall constitute “Confidential Information.”

2. The purpose of this Agreement is to permit Contractor to receive, develop, evaluate, and

use Confidential Information strictly in conjunction with and as necessary for Contractor's performance of the subject Probation Case Management Assessment ("Purpose").

3. Contractor shall use any Confidential Information received hereunder only for internal evaluation and use consistent with the Purpose. Any other use shall be only with the prior written consent of County. Contractor shall handle and protect all Confidential Information to prevent any unauthorized use, access, possession, and/or distribution thereof. All access, including electronic, to Confidential Information, shall also be restricted and protected in accordance with this Agreement.
4. Contractor agrees to keep the Confidential Information in strict confidence and not disclose such Confidential Information to any third party (excluding any parent, subsidiary, governing body or wholly-controlled affiliates of Contractor) or any other persons, except the responsible employees, agents, consultants, or subcontractors of Contractor with a bona fide need to know or possess the Confidential Information in order to accomplish the Purpose ("Representatives") and provided that such Representatives have been bound by a materially similar obligation of confidentiality with respect to such Confidential Information as to this Agreement. In the event that the Contractor learns of a disclosure, possession, or use of the Confidential Information in violation of this Agreement, or reasonably believes such disclosure or use to have occurred, the Contractor shall immediately notify County and shall cooperate with County in every reasonable way to help County regain possession of such Confidential Information and to prevent its further unauthorized use. Contractor shall be liable to County for any breach of this Agreement, including by its Representatives.
5. Required Disclosures. If Contractor becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule, or a request to either party under the California Public Records Act (California Government Code Section 6250 et seq.) to disclose any Confidential Information, Contractor shall provide County with prompt notice so that County, at its sole expense, may seek an appropriate protective order or other appropriate remedy.
6. Contractor hereby acknowledges that County is the owner of the Confidential Information and has the right to control and disclose such Confidential Information. Contractor shall have no right or ownership interest in any Confidential Information referred, disclosed, or developed under this Agreement. Nothing contained in this Agreement will be construed as obligating the Parties to disclose Confidential Information, or as granting to or conferring on the Contractor, expressly or by implication, any rights or license to County's Confidential Information.
7. The term of this Agreement shall commence on the Effective Date and shall terminate upon the expiration date indicated in the Professional Services Agreement. Notwithstanding,

County may, in its sole discretion, revoke Contractor's authorization to access Confidential Information. Contractor's obligations hereunder as to Confidential Information, including to preserve in confidence all Confidential Information, shall survive termination of this Agreement. Upon termination of the Agreement or upon the earlier written request of County, Contractor shall, and shall cause its Representatives to, promptly deliver to County all documents, files or other materials constituting Confidential Information, without retaining any copies of them. Contractor shall then and shall cause its relevant Representatives to destroy all other documents, files or materials constituting Confidential Information (including all electronic records containing or describing any Confidential Information), and upon request, shall confirm in writing to County that all Confidential Information and records have been returned or destroyed. The obligations of Contractor contained in this Agreement will survive any return or destruction of documents, files or other materials containing Confidential Information.

8. Any notice required to be sent or given under this Agreement may be sent by e-mail. A notice sent by e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day).

TO: COUNTY:

Attention: Probation Administration
Sonoma County Probation
Department

370 Administration Drive, 2nd Floor
Santa Rosa, CA 95403

TO: CONTRACTOR:

Avero, LLC DBA Avero Advisors
512 West Broadway Ave. Maryville,
TN 37801

9. All costs for compliance with this Agreement shall be at Contractor's sole expense and County shall not be responsible for any costs or reimbursement for expenditures or costs incurred hereunder.
10. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
11. Neither this Agreement or any disclosure of Confidential Information hereunder shall constitute an offer or acceptance or promise of any future contract or amendment of any existing contract.
12. County represents any warrants that it is authorized to provide access to and disclose the Confidential Information to Contractor. County makes no other representations or warranties, express or implied, as to the Confidential Information, including without limitation to any warranty of accuracy or completeness, and County shall have no liability based upon the Confidential Information. Nothing in this Agreement obligates County to

make any particular disclosure of Confidential Information or to complete, revise or update any Confidential Information.

13. Contractor certifies and warrants that this Agreement will not nullify or affect in any manner any other agreement or future agreement that Contractor may have with any third party.
14. Contractor acknowledges that its obligations hereunder are necessary and reasonable in order to protect County and critical public needs, and expressly acknowledges that County will be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.
15. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
16. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction, and, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
17. This Agreement shall be binding upon Contractor and its successors and assigns. Contractor shall not assign this Agreement nor any Confidential Information without the other Party's prior written consent.
18. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.
19. The covenants and agreements set forth in this Agreement are each deemed separate and independent. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall

remain in full force and effect.

20. This Agreement has been negotiated by both Parties and shall not be strictly construed against either Party.

21. IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the date set forth above.

CONTRACTOR: Avèro, LLC dba Avèro Advisors

COUNTY OF SONOMA

BY: _____

BY: _____

NAME: _ ABHIJIT VEREKAR

NAME: _____

TITLE: _ FOUNDER & CEO _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit E – Data Sharing Agreement

BETWEEN
COUNTY OF SONOMA
AND
Avero, LLC DBA Avero Advisors

Avero, LLC DBA Avero Advisors (Contractor) and **County of Sonoma** (County) agree to the following terms and conditions relating to the use of data obtained from County for purposes of conducting the Probation Case Management Assessment.

1. Data requested by Contractor will be provided by County to the extent possible within resource constraints, and depending on the availability of the data and authority to release the data under applicable California and Federal laws.
2. Data will be treated as private and confidential. Data will not be copied, reproduced or furnished, in any way, to sources outside the Contractor without prior written permission of County. Data shall not be furnished to any other agency or individual unless permission is first received from County and the third party executes a separate Data Confidentiality/Security Agreement.
3. Data provided by County will be de-identified in a manner deemed by County to sufficiently mitigate the risk of reconstruction of included subjects' identity. Data containing, or which could lead to, the identification of specific research subjects is strictly confidential and shall not be disclosed in any manner.
4. Any and all reports produced utilizing data obtained under this agreement will reflect only summary level information based on analysis of the detailed data and shall not contain individual names or other identifying information of any study subjects, nor shall information be reported in such a manner as to allow for identification of individual study subjects.
5. Data shall only be used for Probation Case Management Assessment as defined in Exhibit A – Scope Of Work of the Agreement to which this Exhibit is attached.
6. All data provided to Contractor shall be maintained securely. All electronic, hard copy and data contained on data disks shall be maintained in a locked environment accessible only to the Contractor's researchers and other parties authorized first by County.
7. The transfer of data shall be by secure means. Data containing identifying information shall be transferred via an encrypted email service approved by County.

8. All data located in computer files shall be password protected with access limited to the researcher or other parties authorized by County.
9. All case-level data files provided to Contractor and case-level sub-files created for analysis purposes will be permanently purged from Contractor's computers, backup storage and transfer media one year upon conclusion of Contractor's performance of services under the agreement to which this exhibit is attached, or at the request of County.

Data Elements to Be Provided to Contractor: *this section to be completed as needed during the contract term.*

Contractor

Chief Probation Officer

Date

Date

EXHIBIT F: CLETS EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

As an employee/volunteer of Avero Advisors , you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the “need-to-know” and the “right-to-know” basis. The misuse of such information may adversely affect an individual’s civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

***I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE
OF ALL INFORMATION FROM THE CLETS.***

Signature

Print Name

Date