

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement"), dated as of July 8, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Computer Aid Inc. ("CAI") (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and experienced in the placement of consulting IT project managers and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for IT management services for the Probation's case management system selection and implementation project.

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

AGREEMENT

1. Scope of Services.

- 1.1. 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. Contractor warrants that it currently has no employees, subcontractors, Contractors, or other agents that will perform services as part of this Agreement. 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 must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
- e. All direct service personnel must be fingerprinted before performing any services under this Agreement, and shall successfully complete a criminal background investigation through the Probation Department within the first 6 months of being assigned to provide services under this agreement. Contractor's employees shall not have unescorted access to criminal justice data until the background process is complete. Contractor's employees shall follow the fingerprinting procedure set forth in Exhibit D, incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with client data under this Agreement.

- f. Access to Probation Department Facilities. Contractor may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. 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 Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment

Contractor shall be paid on a per hour basis for hours worked in accordance with the budget set forth in Exhibit B and there shall be no payment for expenses incurred in performing services, provided, however, that total payments to Contractor shall not exceed \$826,086 for the initial term of this agreement, and \$1,118,133 including the one-one year extension options, without the prior written approval of County. 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. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). 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.

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

- 2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or, at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.
3. Term of Agreement. The term of this Agreement shall be from July 8, 2025 to June 30, 2028 with a one one-year extension options unless terminated earlier in accordance with the provisions of Article 4 below.
4. Termination.
- 4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days' written notice to Contractor.
- 4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.
- 4.3. Delivery of Wok Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (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, Contractor's subcontractors, 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 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 Probation Department Head, 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 will maintain and will 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. Use of CLETS Data. Contractor shall refer to and comply with Exhibit G regarding use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information.

9.2. Contractor shall comply with the terms of the Confidentiality Requirements attached to this Agreement as Exhibit H and incorporated herein by this reference.

10. Representations of Contractor.

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the five years, there is ongoing litigation or an outstanding audit involving those records, the Contractor shall retain the records until resolution of the litigation or audit.

10.6. 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.

10.7. 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 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.

10.8. 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9. 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.

10.10. 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.

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

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

11. 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.

12. 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.
13. 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 email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY

Sonoma County Probation Department
Administrative Services Director
370 Administration Drive, 2nd Floor Santa
Rosa, CA 95403
ProbationAccounting@sonoma-county.org
707-565-3810

TO: CONTRACTOR

ATTN: Accounts Payable
Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104
accounts.payable@cai.io
(888) 824-8111

Correspondence sent by email shall be deemed received upon transmission as long as the sender has a written confirmation of the email, and the email is transmitted before 5:00 p.m. (recipient's time). For all other forms of transmission, correspondence 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.

Any email documentation from Contractor to County containing Personally Identifiable Information must be encrypted or sent through a secure method approved by County to ensure the protection of sensitive information.

14. Miscellaneous Provisions.

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

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

14.10. 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, 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: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: County of Sonoma

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

By: _____
Vanessa Fuchs,
Chief Probation Officer

Date: _____

APPROVED AS TO FORM
FOR COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Vanessa Fuchs,
Chief Probation Officer

Date: _____

EXHIBITS

The table below lists exhibits that may be included in this Agreement.

Exhibit	Title / Section	Purpose	Exhibit Included in this Agreement? (Yes/No)
A	Scope of Work (Section 1.1)	Details Contractor services provided.	Yes
B	Budget, Fee Schedule, and Rate Adjustments (Section 2.0)	Codifies agreed upon budget, rates, and rate increases.	Yes
C	County of Sonoma Contract Insurance Requirements (Section 6.0)	Details Contractor's required insurance.	Yes
D	Fingerprinting Procedure and Agreement to Background Check (Section 1.4d)	Guidelines and requirements for fingerprinting and background checks.	Yes
E	Performance Measures and Outcomes (Section 9.5)	Describes Contractor's Results Based Accountability Plan.	No
F	Client Participation Management Forms (Section 9.1 Alt Probation-JJCPA template)	Requests to Contractor to extend or suspend or begin and terminate individual client services.	No
G	CLETS Employee/Volunteer Statement (Section 9.1)	Requires that volunteers or employees of Contractor attest that they understand the proper use of information from the California Law Enforcement Telecommunications System and have been alerted to legal requirements to keep this information confidential.	Yes
H	Confidentiality Requirements (Section 9.2)	Describes Contractor's requirements to maintain confidentiality.	Yes

EXHIBIT A – SCOPE OF WORK

Project Overview

Contractor will provide one (1) IT Project Manager to lead all elements of Probation's Case Management System Replacement Project. The scope of this Project includes, but is not limited to:

- Leading the selection and implementation of an off-the-shelf Probation Case Management system, which includes juvenile and adult probation case management needs as well as juvenile detention management needs;
- Incorporating integrated justice data from the Courts and Sonoma County criminal justice departments into an off-the-shelf case management system, where the number of interfaces, source, format and data may not be known for several months, and where data processing prior to integration in the new CMS may be required;
- Recommending, designing and implementing auxiliary technology solutions to address gaps not addressed with an off-the-shelf system;
- Leading the design, development and implementation of complex computing processes needed for reporting.

Assumptions and Responsibilities

County's Responsibilities

- Assign a manager ("County Manager") to serve for the duration of this agreement who will be Contractor's single point of contact for resource tasking, issue management, communication, and change control.
- Provide necessary network, application, and approved remote secure access, hardware and software in accordance with the County's security policy.
- Provide necessary facility access, security, application access, data access in accordance with the County's security policy.

Contractor Responsibilities

- Contractor will assign a Director of County Government ("Contractor Executive") who will be responsible for customer satisfaction and status reporting which includes quality assurance oversight, issue management, task assignment status and resource management.
- Contractor Executive will communicate with the County's management on problems, issues, concerns, and escalations.
- Contractor will assign an IT Project Manager (associate) to carry out project management activities.
- Contractor associate(s) will work adhering to the County's standard workday, excluding County holidays.

- Contractor associate(s) are responsible for meeting the objectives set forth by the County's assigned manager and are independently responsible for determining how the work is to be done.
- Contractor Executive will coordinate IT Project Manager's leave requests with the County Manager.

Joint Responsibilities

- To ensure effective management and successful execution of the project, both the County assigned manager and the Contractor Executive will participate in regular oversight meetings. These meetings will be held monthly, or more frequently as needed, to review progress against tasks, adjust assignments, and evaluate resource needs.

General Assumptions

- A standard workday shall be 8 hours – from 8 a.m. to 5 p.m. PST unless otherwise agreed to.
- The County will define outcomes and objectives for the below services. The Project Manager will be responsible for determining how to achieve desired outcomes based on their professional expertise. Tasks will be reviewed monthly by the County and Contractor Executive and adjusted as fits the business needs for the services provided.

Project Management Services by Project Phase

Phase 1 - Initial Planning

- Develop project management templates and tools such as:
 - Project Plan and schedule
 - Milestone definitions including clear metrics to indicate successful completion
 - Project status reporting templates
 - Internal Probation charter that defines an internal governance body and establishes a project team
 - Change management processes and tools
 - Risk management process and tools
 - Issue logs and resolution tracking
 - Budget tracking tools
- Review work completed to date and finalize the requirements gathering process to form a comprehensive understanding of Probation's current state and ideal future state needs.
- Recommend resource needs for the successful selection, implementation, deployment and training of Probation's new case management system,

including technical and operational staffing resources. This shall include working with Probation staff to assess existing staff capabilities and making appropriate recommendations to create a Project Team comprised of existing Probation staff who will play key roles in the Project Implementation.

- Throughout all phases of the project, may be responsible for communicating directly with other County departments or the Courts, and may attend county Steering Committee meetings related to integrated justice data.

Phase 2 - System Selection and Project Scope Finalization

- Lead the selection process for a new Case Management System and any auxiliary systems.
- Lead Probation staff in a comprehensive fit-gap analysis.
- Provide expert guidance to Probation Management to negotiate the implementation and on-going support terms of the agreement with the CMS vendor.
- Present recommendations to Probation Management on how to address gaps, including costs and risk/benefit analysis for various solutions. Solutions proposed may include the development of auxiliary systems for requirements not met in an off-the-shelf product.
- Based on direction of Probation Management, finalize the total scope of the Project (including off-the-shelf solutions and any auxiliary systems needed).
- Develop a project management plan that addresses all elements of the final project scope.

Phase 3 - Project Implementation

- Manage project plan and schedule.
- Provide monthly project status updates.
- Address slippage in schedule and resolve project-related issues.
- Monitor project budget, monitor cost impacts and resource constraints, and report issues to County Manager.
- Manage project scope for implementation contracts and ensure change orders are kept to a minimum.
- Create issue and risk logs to ensure risks have been appropriately identified and that mitigation measures are feasible and appropriate
- Meet regularly with Project team and governance body to provide updates, hear concerns and address risks appropriately.
- Monitor the work of all contracted service providers to ensure adherence to contract terms. Inform Probation manager of concerns and recommended actions.
- Collaborate with other County departments or the Courts as needed.
- Develop regular updates to be shared department-wide on the status of the Project.
- Oversee all data migration, integration and interface efforts.

Phase 4: Testing, Change Management, Documentation and Training

- In this phase, the Project Manager will work in collaboration with key Probation stakeholders to create plans for the following deliverables, and will have responsibility for leading the development and implementation of these pre-go live deliverables for all applications included in this Project. In some instances, a third party contractor may hold responsibility for these items, in which case, clarification on roles and responsibilities will be refined.
 - System testing
 - End user security and access configurations
 - Data conversion
 - Training, including development of data entry and other procedure manuals
 - Organizational change management
 - System performance tests
 - System readiness
 - Workforce transition and organizational readiness

Phase 5 – Go Live

- Prior to go-live, Project Manager will complete a Pre-Go Live Readiness Assessment and will report findings to the governance body, who will authorize Go-Live. This assessment will include:
 - Review organizational readiness
 - Review training status
 - Review cutover plan
 - Review system integration readiness
 - Review data conversion
 - Provide next steps for post-go live change management, training and stabilization activities
 - Validate operability of critical functions in the new system
 - Validate plan and progress for system security and access
- Project Manager will oversee Go-Live for all systems included in the project. If more than one system is included in the overall project, there may be multiple go-live dates.

Phase 5 – Post Go-Live Support: Long-term Planning and Stabilization

- Provide temporary post go-live support for system stabilization and end user support.
- Work with Probation staff to develop a recommendation for the long-term support of the system.
- Will develop a future state roadmap to transition from the current centralized data systems and processes to an integrated set of tools and systems. This

roadmap will outline specific enhancements, timelines, resource needs, and the expected impact on operations, facilitating improved efficiency and scalability.

Place of Performance

Place of performance to deliver the Services will be on-site at the Probation Administration Building (370 Administration Drive Santa Rosa, CA 95403) and virtually, as agreed by both parties, which is anticipated to be 2-3 days per week after an initial on-boarding period, and to be finalized by County and Contractor. Modifications to virtual work schedule may be made at certain phases of the project, in the event that, in the judgement of the County, more on-site support is needed.

EXHIBIT B - BUDGET, FEE SCHEDULE, AND RATE ADJUSTMENTS

The hourly pricing for Project Management Services shall be:

Year	Bill Rate	Estimated Annual Hours	Estimated Annual Total
July 9, 2025-June 30, 2026	\$139.20	1,920	\$267,264.00
July 1, 2026- June 30, 2027	\$143.38	1,920	\$275,281.92
July 1, 2027- June 30, 2028	\$147.68	1,920	\$283,540.38
July 1, 2028 -June 30, 2029	\$152.11	1,920	\$292,046.59
July 1, 2029-June 30, 2030	\$156.67	1,920	\$300,807.99
July 1, 2030 – June 30, 2031	\$161.37	1,920	\$309,832.23

Invoicing will take place monthly based on hours logged against the project each month.

Overtime must be mutually approved by both parties and if approved paid in accordance with Federal and local labor laws.

The above pricing reflects a 3% rate increase at the start of each County Fiscal Year for the duration of the agreement.

Exhibit C- County of Sonoma Contract Insurance Requirements

With respect to performance of work under this Agreement, Consultant 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 Consultant 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 Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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 Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. CAI shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant 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 Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

- h. Required Evidence of Insurance:
 - i. 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 Consultant currently owns no autos, Consultant 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 \$100,000 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 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 Consultant 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: CAI agreement with Sonoma County Probation.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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:
Sonoma County Probation Department
370 Administration Drive, 2nd Floor
Santa Rosa, CA 95403
- 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. Consultant 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

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

9. Material Breach

If Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D - FINGERPRINTING PROCEDURE AND AGREEMENT TO BACKGROUND CHECK

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Contractor contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of Contractor staff.
2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be emailed to ProbationHR@sonoma-county.org or faxed to 707-565-2503.
3. Contractor staff-member will contact Probation to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. Contractor staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify Contractor contact of background results.

FINGERPRINTING PROCEDURE

Any individual who may provide services under this Agreement, or who otherwise has one-on-one contact with probationers that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 707-565-2503 or sent by email to: ProbationHR@sonoma-county.org
2. To begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment call the following numbers:

Probation	Primary Contact #	Secondary Contact #
Juvenile Probation	707-565-8667	707-565-2798
Juvenile Hall	707-565-8667	707-565-2798
Adult Probation	707-565-2626	707-565-2798
Administration	707-565-2626	707-565-2798

3. The applicant should be prepared to provide the following information for the livescan form: Name, AKA's, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
4. The livescan form will be emailed to the applicant appointment or, if the applicant does not have access to email, they can make arrangements to pick up the fingerprint form.
5. The email will include instructions for making an appointment for the fingerprinting procedures.
6. Return the fingerprint form and the Authorization for background to ProbationHR@sonoma-county.org or, if the applicant does not have access to email, they can make arrangements to drop off the fingerprint forms.



VANESSA FUCHS
CHIEF PROBATION OFFICER

Please fill out this form completely.

Your fingerprints will not be processed if you do not fill out completely and submit this authorization form.

Agreement to Background Check

I _____ understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment work with / provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant – *please print*

Last Name: _____ First Name: _____

Agency / Organization Name: _____

☐ Adult Probation

☐ Juvenile Probation

☐ Juvenile Hall

☐ Contractor/CBO

☐ Volunteer

☐ Other _____

Applicant Signature: _____

Date: _____

EXHIBIT G - CLETS EMPLOYEE/VOLUNTEER STATEMENT

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

As an employee/volunteer of CAI, 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 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

CLETS PPP, rev 10/11

EXHIBIT H – CONFIDENTIALITY REQUIREMENTS

Contractor and its directors, officers, employees, agents, and subcontractors will ensure that:

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 will be confidential, and will 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.
2. No person will 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.
3. Contractor and its officers, employees, agents or subcontractors, will 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 will not be considered “voluntary” provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.
4. 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.
5. 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 will 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 and Sheriff’s Office are 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 and the Sheriff’s Office, 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), will 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 will 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 or the Sheriff's Office. Contractor will 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 Employees/Volunteer Statement form (Exhibit G). 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 (https://sonomacounty.ca.gov/Main%20County%20Site/Administrative%20Support%20%26%20Fiscal%20Services/HR/Employee%20Resources/Administrative%20Policy%20Manual/9-2%20IT%20Use%20and%20Security%20Policy/IT-Use-Security-Policy-Manual_Final.pdf). Contractor will require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt. Contractor will maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy and will require its staff assigned to this contract to comply with said policy.