

Sidekick Solutions LLC
 Agreement to Provide
APRICOT SOFTWARE CUSTOMIZATION FOR ARPA OUTCOMES
 Funding Amount: **\$371,000.00**
 Term: **04/01/2022 to 06/30/2024**
 Agreement Number: PREE-SS-ADBC-ARPA-2124
 Funding Source: American Rescue Plan Act (ARPA) Coronavirus State & Local
 Fiscal Recovery Fund (SLFRF)
 Assistance Listing Number (ALN): 21.027

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of April 1, 2022 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Sidekick Solutions LLC, a Washington State Limited Liability Company, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in database configuration and implementation and related services; and

WHEREAS, the County’s Human Services Department purchased the Apricot shared-measurement system for the Upstream Investment Initiative’s collective impact work; and

WHEREAS, on December 14, 2021, the Board of Supervisors approved American Rescue Plan Act (ARPA) implementation costs which included Apricot software customization and technical support to allow for the implementation of Results-Based Accountability (RBA) contract monitoring that includes a review of outcomes by demographics; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Apricot Software Customization for ARPA Outcomes;

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. **Contract Documents.** The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A: Scopes of Work | <input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budget |
| <input checked="" type="checkbox"/> Exhibit C: Insurance Requirements | <input checked="" type="checkbox"/> Exhibit D: Assurances of Compliance |
| <input checked="" type="checkbox"/> Exhibit E: Additional Federal Requirements | <input type="checkbox"/> Exhibit F: Professional
Licensure/Certification |
| <input type="checkbox"/> Exhibit G: Media Communications | <input checked="" type="checkbox"/> Exhibit H: Accessibility |
| <input type="checkbox"/> Exhibit I: Data System Requirements | <input type="checkbox"/> Exhibit J: Adverse Actions / Complaint
Procedures |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scopes of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, 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.

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

1.4. 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.

1.5. Assigned Personnel.

1.5.1. 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.

1.5.2. 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.

1.5.3. 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.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget and Exhibit B-1: Advance Payment Provisions" (hereinafter "Exhibit B" and "Exhibit B-1"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Three Hundred Seventy-One

Thousand Dollars (\$371,000.00), without the prior written approval of County. 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.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County 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.

2.2. 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.

2.2.1. 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 12. 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 04/01/2022 to 06/30/2024 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. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. 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 materials and work product subject to Article 9.17 (Ownership and Disclosure of Work Product) 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.

4.5. 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 expenses 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 Article 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.

4.6. 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 the Director of the Human Services Department, 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 negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. 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, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "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 significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$50,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent 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. Representations of Contractor.

9.1. 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.

9.2. 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.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this

Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. 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.

9.5. 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.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Compliance with section 602(c) of the Social Security Act: Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of five (5) years from the date all funds have been expended or returned to County, whichever is later. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make

program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. 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.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the requirements of section 602 of the Social Security Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. In addition, Contractor agrees to comply with 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.

9.10. 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 practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or 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.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. 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.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50 to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will

be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. 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 or Contractor's subcontractors, consultants, 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 shall 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.

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

10. 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.

11. 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.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department Contracts Unit 3600 Westwind Boulevard Santa Rosa, CA 95403 contracts@schsd.org
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TO CONTRACTOR: Sidekick Solutions LLC
403 S. Lincoln Street, Ste 4 PMB 15
Port Angeles, WA 98362

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (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 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.

13. Miscellaneous Provisions.

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

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

13.10. 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 E-SIGN 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

Sidekick Solutions LLC

DocuSigned by:

By: Jeffrey Haguewood
Name: Jeffrey Haguewood
Title: Owner

Date: 3/2/2022

COUNTY OF SONOMA

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: Oscar Chavez
Name: Oscar Chavez
Title: Assistant Director, Administrative
Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: Adam Radtke, Deputy
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: J Sabbag

Exhibit A: Scopes of Work

This Exhibit A (Scopes of Work) includes the following, which are attached hereto and incorporated herein by this reference:

1. Exhibit A-1: Scope of Work – Itemized Services for Solution Expansion: American Rescue Plan Act
2. Exhibit A-2: Scope of Work – Itemized Services for Solution Expansion: American Rescue Plan Act Data System Design and Integration Consultation

Exhibit A-1: Scope of Work

Itemized Services for Solution Expansion: American Rescue Plan Act

1. Project Overview & Requirements:

To plan, design, implement, provide technical assistance, migrate data, and integrate data, and provide technical project management to customize the Apricot software to include American Rescue Plan Act funded programs under management of the Human Services Department. The Sonoma County Department of Human Services Planning Research Evaluation and Engagement Unit's Upstream Investment's team (Upstream) is conducting the data management for the American Rescue Plan Act to monitor investments and demonstrate effectiveness. Upstream's data management will now be extended to American Rescue Plan Act services to be determined through the 2022 Notice of Funding Availability process.

2. Services & Hours

Under this Agreement, Contractor will provide:

2.1. Two thousand one hundred twenty hours (2,120) hours are allotted to the total project (Exhibits A-1 and A-2). For the purposes of accounting classification, nine hundred eight (908) hours in this Exhibit A-1 are intended to develop the asset through planning, designing, and implementing the ARPA outcome data collection system. One thousand ninety-seven (1,097) hours in this Exhibit A-1 are classified as non-asset related and include activities such as providing technical assistance, migrating data, and integrating data from other systems to ensure and sustain quality ARPA outcome tracking. The transfer of funds between service types and number of hours, as set forth in the Cost Summary table in Exhibit B, is allowable with the approval of a Budget Modification Form. These services include:

2.1.1. Project Management Services:

Project management for the duration of the contract, including

- Managing an internal team of staff to coordinate project implementation, including weekly meetings, peer review of technological solutions, and other activities related to coordinating a complex and multi-faceted project
- Facilitating monthly meetings with financial stakeholders to discuss implementation timelines, budget resources, and cross project topics
- Facilitating bi-monthly meetings with the Shared Outcome Measurement System Manager and supporting staff to coordinate system design, troubleshoot system change requests, and to coordinate activities to sustain stakeholder satisfaction
- Supporting ad hoc meetings by request of Human Services to meet with executive staff and update on project
- Maintaining project coordination in project management software and providing visibility to that software to the Shared Outcome Measurement System Manager

- Providing written monthly updates on each project that are legible to a diverse body of project stakeholders including program managers, program staff, information technology team members, and other staff.
- Providing a bi-annual detailed cross project overview, including resources allocated and remaining
- Conducting technical assessments as needed to ensure the goal of integration and cross project collaboration is achieved to the highest extent possible

2.1.2. Implementation Services:

- Project implementation for up to twenty-six (26) weeks
 - 6 weeks - Discovery and specifications
 - 8 weeks - Configuration and testing
 - 6 weeks - Data migration and user onboarding
 - 6 weeks - Initial deployment technical assistance
- Discovery and specifications (“spec”)
 - Complete project kick-off sequence
 - Schedule and facilitate up to two (2) sixty (60) minute meetings
 - Develop and confirm project work plan, key milestones, and project timeline
 - Define project communication plan and identify stakeholders
 - Prompt client resource activation and discovery materials gathering
 - Collect, review, and inventory all client submitted materials up to thirty (30) documents of no more than three (3) pages each, including:
 - Project priorities list
 - Project brief and program workflow descriptions
 - User roles summary
 - Data collection forms, trackers, and tools
 - Logic our outcomes models, theory of change
 - Compliance requirements summary
 - Report templates
 - Schedule and facilitate up to twelve (12) ninety (90) minute discovery sessions to interview project stakeholders.
 - Manage a backlog system of open questions, feedback, and topics to resolve during discovery phase
 - Draft spec documentation based on outcomes of discovery sessions and review of client submitted materials
 - Data model schematic (Entity Relationship Diagram, ERD)
 - Reporting requirements blueprint
 - Site/program/permission (user role) blueprint

- User experience diagrams (UX) by role (as needed to illustrate or validate key design assumptions)
- System blueprint including design specifications for forms, fields, form logic, queries, and links
- Validate spec documentation and system blueprint using the following methods:
 - Reporting requirements blueprint
 - Peer review
- Provide design assumptions in summary form for client sign off
- Configuration and testing
 - Complete pre-build sequence to prepare production site for configuration
 - Configure solution based on the following specifications:
 - Up to 20 forms (70 fields each, and up to 10 form logic conditions) for data entry and workflow
 - One form is equivalent to one data entry record in Apricot. Forms generally correlate to existing data collection forms (if paper or some other data management system) in a 1-to-1 format. One paper form will generally translate into one Apricot form.
 - ✓ Family Profile
 - ✓ Participant Profile (demographics, facesheet)
 - ❖ Intake and consents
 - ❖ Enrollment and exit
 - ❖ Service activity/encounter
 - ❖ Follow-up tracking
 - ❖ Screening and assessment log
 - ❖ Referral log
 - ❖ Document upload
 - ❖ Attendance
 - ✓ Organization/Provider Profile
 - ❖ Aggregate number submission
 - ❖ Quarterly narrative submission
 - ❖ Invoice submission
 - ❖ Employee
 - ❖ Contract
 - ❖ Scope of work measure
 - ✓ Surveys
 - ✓ Cohort/group/session
 - ❖ Support documentation
 - ✓ Event
 - ✓ Service types

- Up to 15 sites / 20 programs / 5 (roles) for user access
- Up to 3 bulletins:
 - Shortcuts
 - Active status dashboard/caseload
 - Performance outcomes (key metrics)
- Configure registration grid for classes/workshops
- Up to twenty (20) sections of native reports, to include initial frameworks for Quality Assurance, Workflow, Performance, and Supervision reporting
- Configure Schedule for Participant Profile T1
- Configure Connect for Consent and associated direct messaging workflows
- Draft user acceptance testing (UAT) plan based on configured solution
- Facilitate three (3) rounds of user acceptance testing, each two (2) weeks in length with the first round for primary project stakeholders and the later rounds for end users, including:
 - Provision temporary testing permissions for project stakeholders
 - Support navigation of use cases identified in UAT plan with up to four (4) ninety (90) minute walkthrough/Q&A sessions
 - Provide access to user feedback form and change log tools for testing collaboration
 - Resolve testing tickets and build a backlog of post-go-live topics for internal Apricot administrators
- Complete data migration with the following specifications:
 - Receive database backup or .csv files from client via secure file transfer
 - Draft a data migration blueprint and mapping document
 - Provide data migration blueprint and associated assumptions for client sign off
 - Up to sixty (60) data tables from the legacy (source) platform in CSV format or a database backup to be migrated
 - Complete up to two (2) migration runs into Sandbox instance of Apricot 360
 - Facilitate four (4) weeks of Sandbox data migration review
 - Develop data migration quality assurance reporting with sections based on configured data visibility reports of up to 20 sections
 - Complete up to one (1) migration run into Production instance of Apricot 360
 - Provide data migration review checklist for client sign off based on Production run
 - Assumptions:

- Client will provide a single database backup file via encrypted file transfer or in .csv format with one object per file with associated primary key (pk) and foreign key (fk) associations.
- Client will also provide knowledge base documentation, database schema diagrams, and any materials to support in clarifying the assumptions of the database backup file provided for migration (where customized data elements exist); the assumptions defined during mapping will be reviewed in collaboration with you
- Data migration services will include data cleanup, formatting, or reconciling related to data quality issues in your source data or structural differences between your source data and target data requirements in Apricot up to the limits of the time and materials scope of work. Data cleanup, formatting, and reconciling may be scope of work additions in a data migration project depending on the data cleanup required. Generally, estimates for services in a data migration scope of work exclude major data changes like record splitting, record merging, record deduplication, field splitting, or field merging among other major data cleanup tasks. Additional data cleanup can be provided as a change order to the scope of work, including:
 - Data cleanup services that increase row count due to splitting or decrease row count due to merging from a Legacy source table, including duplicate remediation, requires formal sign off by Client on the mapping required and any duplicate keys inferred or interpreted as part of the data cleanup script.
 - Data cleanup does not include an assessment of your Legacy data. We are not responsible for interpreting issues with your Legacy data that are not identified as part of the normal blueprint/mapping process or identified explicitly by you as part of the project.
- Acceptance must be given first on the blueprint/mapping prior to data migration to Staging and then acceptance must be given on Staging before proceeding with Production migration.
- Corrections to data migration outcomes will only be provided if the data migration does not align with the data migration blueprint/mapping document as signed off prior to data migration. Undocumented or additional corrections beyond

the scope of the data migration blueprint/mapping document require a change order.

- There is no warranty period associated with data migration following the final data migration review and submission of the checklist for client sign off.
- Deployment and Technical Assistance
 - Develop go-live deployment plan in collaboration with client
 - Draft one custom user guide for end user navigation and use cases (does not include use cases for system administration)
 - Schedule and facilitate user Q&A sessions (one for each program)
 - Provide pre and post-go-live technical assistance in support of user onboarding (assuming approximately 10-20 users per program)

2.1.3. Technical Assistance Services:

- Support for updates and refinement
 - Conducting data management assessments to define current status and future expectations
 - Gathering user and administrator feedback via user interviews and feedback forms
 - Conducting discovery meetings and aggregate desired changes from users and administrators
 - Developing action plan for requested changes including a blueprint, rationale for changes, and possible alternatives
 - Making changes, updates, and modifications to database structure as approved, including data migrations as needed
 - Drafting training materials (user guides) and conducting training sessions (webinars)
 - Completing other Apricot database administrator tasks as needed and requested
- Report design and development
 - Completing discovery of required reports and build blueprint (may use existing report lists as a baseline)
 - Building new reports or modifying and updating existing reports in as many sections in the Apricot native reports and Apricot Results reports
 - Completing review and testing phase for all reports, and make modifications as needed
 - Converting reports to dashboards on Apricot bulletins page as needed
 - Drafting report documentation and data dictionaries for definitions on all outputs

- Systems assessment, evaluation, and preparation
 - Evaluation
 - Drafting blueprint documentation of the existing Apricot database structure, including Entity-Relationship diagrams of current systems
 - Mapping Apricot features and functions including permission sets, workflows, reports and dashboards, creating a profile of the existing platform across all departments and programs
 - Assessment
 - Interviewing users and gathering feedback on user experience
 - Conducting requirements gathering procedures to understand current status and future needs
 - Preparation
 - Providing recommendations on next steps and coordinating with stakeholders to ensure clear communication and accurate information for decision making
 - Proposing alternatives and solutions as needed for next steps in shared measurement projects
 - Offering technical assistance, consulting, and advising on the evaluation, assessment, and potential next steps

2.2. Outcomes to include:

- A custom Apricot database to track and report data for programs and services
- Streamlined data entry within the Apricot database using best practice form and link structure to ensure ease of use and a positive end-user experience
- Data entry user guides that show users how to enter data and show administrators how the system is set up
- A single point of contact for the duration of the implementation project for questions, feedback, and support A sustainable continuous improvement program for Apricot software
- A database that is user-friendly and formatted for the data reporting goals of all departments and programs
- User feedback and concerns addressed proactively and in an intentional way
- System maintenance to stay current with new Apricot features and capabilities
- Operational reports that help users, managers, and administrators make smarter decisions and keep program on-track
- Baseline report infrastructure as a foundation for ad hoc, custom reporting
- A guided, complete report development process

- A backlog of feedback from end users, managers, and administrators to be used in setting priorities for continuous improvement
- Gap analysis of business processes in Apricot and recommendations for improvement with formal action/work plans
- Solution background and documentation to support prioritization of Apricot improvement projects
- Integration of Apricot Subject Matter Experts (SME) with SCHSD programs and business processes

Exhibit A-2: Scope of Work

Itemized Services for Solution Expansion: American Rescue Plan Act Data System Design and Integration Consultation

1. Project Overview & Requirements:

To plan, conduct discovery, create a design, and prepare an implementation plan for tracking the outcomes of American Rescue Plan Act investments. This approach allows for tracking performance measures using the Results Based Accountability framework and allows for integration across multiple data collection and data visualization software solutions. Expertise provided will revolve around Apricot 360, including evaluating how external systems interface with Apricot.

2. Services & Hours

Under this Agreement, Contractor will provide:

2.1. One hundred fifteen (115) hours to plan, design, and provide technical summaries for integration and implementation of the American Rescue Plan Act outcome tracking system per this Exhibit A-2. The transfer of funds between service types and number of hours, as set forth in the Cost Summary table in Exhibit B, is allowable with the approval of a Budget Modification Form. These services include:

2.1.1. Complete project planning and kick off sequence

- Review existing project research and background
- Develop project work breakdown structure
- Confirm timeline for milestones and deliverables
- Agree upon project management methods and reporting
- Identify initial project risks
- Develop project glossary/definitions of key terms
- Finalize project work breakdown structure

2.1.2. Develop Stakeholder Management plan

- Define roles and expected levels of engagement
 - Confirm stakeholder organization framework and rubric (Results Based Accountability goals)
- Analyze stakeholder engagement
 - Identify decision makers on the project
 - Constitute brainstorming/change control group
 - Finalize stakeholder summaries and management plan

2.1.3. Discover process and technologies (e.g. EFS, Apricot, Clear Impact, Power BI on Microsoft Azure, or other HSD owned potential solutions)

- Research Community Indicator Best Practices
 - Research and document promising approaches for community indicator projects using Apricot or similar database management tools
 - Update project glossary/definitions of key terms
 - Draft research brief (short form summary)
 - Share conclusions from research to Executive Committee

2.1.4. Define requirements for system evaluation

- Draft a software/solution evaluation template for structured review of solutions (assets and challenges) relative to use cases
- Draft a user evaluation template for structured interview template for users and stakeholder roles relative to use cases
- Monitor and evaluate existing systems
 - Develop solution and Apricot integration readiness profile detailing how Apricot relates to EFS, Clear Impact, and Power BI on Microsoft Azure
 - Develop inventory of data elements captured across data systems
 - Make recommendations on security and privacy risks and concerns related to Sidekick's knowledge of Apricot implementations during system evaluation

2.1.5. Draft Specifications for IT and Interoperability for use cases

- Develop narrative and technical specifications
 - Inventory current service providers processes and software systems
 - Develop an initial data schema common data across partners and create ERD (data dictionary)
 - Define use cases and explore import or direct data entry ability of each partner
 - Manage a backlog system of open questions, feedback, and topics to resolve during discovery phase
- Review deliverables and gather feedback (by user role and stakeholder group)
 - Engage executive stakeholders
- Develop initial project plan for implementation
 - Define scope
 - Estimate resources
 - Estimate task durations
 - Estimate cost
 - Present plan to stakeholders

2.2. Outcomes to include:

- Development of a solution statement that defines the scope of the initiatives and its priorities as a North Star for the discovery and planning work
- Development of a solution brief that summarizes key use cases, stories, and narratives around how the “system” will operate
- Document the network of solutions in the County, who owns them, and what workflows would cause them to interact; complete an integration readiness assessment for each tool
- Facilitate conversations as a technical liaison to discuss APIs and integration endpoints with partners and document conclusions for key stakeholders
- Provide Apricot 360 expertise and background in multi-program consolidation in the platform to support the future development of Apricot 360 as an integration hub
- Support staff and team as a thought-partner and consultant during partner discovery
- Based on outcome of workflow documentation, develop initial schema for common data model across partners (i.e. a data dictionary and model for integration); draft an Entity-relationship diagram (ERD) of a data model
- Draft a gap analysis document as part of an overall solution plan for implementation, to include SWOT analysis of the implementation plan

Exhibit B: Fiscal Provisions/Budget

1. Payment for Services.

- 1.1. Contractor shall be compensated for providing services under this Agreement when services are ordered by County staff and satisfactorily performed by Contractor.
- 1.2. The total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum total set forth in Article 2, Payment, of the Agreement.
- 1.3. Contractor agrees to submit to County by the twentieth (20th) day of the following month, signed invoices for all services provided to County in the previous month. The bills shall show or include: (i) any task(s) performed, (ii) the time in half hours devoted to the task(s), and (iii) the designation of service type (asset, non-asset, consultation). Failure to comply may, at County's sole discretion, result in non-payment.
- 1.4. Contractor shall be compensated on a unit cost basis as set forth in this Exhibit.
- 1.5. No expenditure shall be made or obligation incurred in excess of the authorized unit cost. Any expenditure hereunder by Contractor which is not within the limitations of the unit costs as set forth in this Agreement shall not be chargeable to County. Any such unauthorized expenditure shall be borne by Contractor.
- 1.6. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.

2. Budget Adjustments.

- 2.1. The County Human Services Director is authorized to approve and execute a "Budget Modification Form", which details the transfer of funds between service types and number of hours set forth in the Cost Summary table, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

3. Federal Funding.

- 3.1. All or part of this Agreement will be paid with Federal awards.
- 3.2. This federal award is not intended for research and development.
- 3.3. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

Federal Award Identification Details	
Federal Assistance Listing Title	Coronavirus Local Fiscal Recovery Funds (CLFRF)
Federal Assistance Listing Number	21.027
Award Name	County of Sonoma
Federal Agency	United States Department of the Treasury
Federal Award Identification Number (FAIN)	SLFRP0246; any change will be provided by County when information is received.

4. Rates.

4.1. Contractor shall be compensated for providing professional services as defined in Exhibits A-1 and A-2, at the rate of One Hundred Seventy-Five dollars (\$175.00) per hour.

4.2. Cost Summary:

Exhibit	Type	Summary	Hours	Rate	Cost
Exhibit A-1	Asset	Provide technical assistance, migrate data, and integrate data from other systems to ensure and sustain quality ARPA outcome tracking	908	\$175.00	\$158,900.00
Exhibit A-1	Support (Non-Asset)	Plan, design, and implement the ARPA outcome data collection system while providing project management within and across programs	1097	\$175.00	\$191,975.00
Exhibit A-2	Consult	Provide consulting for the ARPA data system design using the Results Based Accountability Framework and ensuring integration of multiple tracking tools (e.g. Open Gov) to coordinate dashboard development	115	\$175.00	\$20,125.00
TOTAL			2120	\$175.00	\$371,000.00

Exhibit B-1: Advance Payment Provisions

1. Advance Payment to Contractor

- 1.1. County shall pay to Contractor an advance payment of Fifty Thousand Dollars (\$50,000.00) no later than 14 days after the Effective Date of this Agreement. All invoices for services satisfactorily completed by Contractor shall be deemed paid by County until the amount due for services exceeds the amount of the advance payments. Subsequently, all payments to Contractor shall be made in arrears in accordance with Article 2.

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. **The 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 Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- 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 Contractor’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor’s employees and Contractor’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. 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.

6. Documentation

- a. 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.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:
The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
Or pdf to: contracts@schsd.org
- c. 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.
- d. 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. 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: Assurances of Compliance

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the County's beneficiaries.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Authorized Signatory Name

Signature

Date

Exhibit E: Additional Federal Requirements

County has determined that for the services provided under this Agreement, Contractor shall adhere to the following additional federal requirements.

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CFR, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.
2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.
3. Conflict of Interest and Standards of Conduct. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 2 CFR 200.318(c). Standards of Conduct shall include but is not limited to conflict of economic interest as well as conducting business with relatives (nepotism) or close personal friends and associates.
4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200, and all applicable Federal regulations and State statues, regulations and policies.
5. Prohibition on Certain Telecommunications and Video Surveillance. Contractor is prohibited from obligating or expending these federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses *covered* telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, section 889.
6. Lobby Certification. If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.
7. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.
8. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.
9. Protections for Whistleblowers. Contractor shall comply with 41 U.S.C §4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C §4712 (a)(2) information that the employee reasonably believes is evidence of gross

mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Increasing Seat Belt Use in the United States. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
11. Reducing Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Exhibit E-1: Lobbying Certification
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 CFR Part 21 and 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sidekick solutions LLC

Grantee/Contractor Organization


Apricot
Consulting

Program/Title

Jeffrey Haguewood

Name and Title of Authorized Signatory

Owner and Managing Director

DocuSigned by:


Signature

3/2/2022

Date

**Exhibit E-2: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, and OTHER RESPONSIBILITY MATTERS**

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 180, I that the primary principal, to the best of their knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Jeffrey Haguewood

Name (Typed)

Owner and Managing Director

Title

DocuSigned by:
Jeffrey Haguewood
536EF02A5E4A48E...

Signature

Registration (Contract) No.

Sidekick Solutions LLC

Organization Name

3/2/2022

Date

Exhibit E-3: Certification Regarding Drug Free Workplace

CERTIFICATION

The undersigned hereby certifies compliance with Federal Requirements for Drug-Free Workplace per 31 C.F.R. Part 20 and California Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program, to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person’s or organization’s policy of maintaining a drug-free workplace;
 - c) Available counseling, rehabilitation and employee assistance programs;
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on the proposed contract.
 - a) Will receive a copy of the drug free policy statement, and
 - b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury.

Sidekick Solutions LLC	Apricot Consulting
Contractor Organization	Program/Title

Jeffrey Haguewood	Owner and Managing Director
Name and Title of Authorized Signatory	


<small>DocuSigned by:</small>  <small>538EF02A9F4A48E...</small>	3/2/2022
Signature	Date

Exhibit H: Accessibility

Content Online Accessibility

1. 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.
 - 1.1 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)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
 - 1.2 Certification: Contractors must complete the Web Accessibility Questionnaire available at <http://webstandards.sonoma-county.org/pdf/WebaccessibilityQuestionnaire.pdf> to describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)
 - 1.3 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.
 - 1.4 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 Electronic and Information Technology (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.
 - 1.5. County's Rights Reserved. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.