County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
1871

SUBOBJECT ACCOUNT:
2236

1. This Contract is entered into between the County of Solano and the Contractor named below:

   GlideFast Consulting
   CONTRACTOR'S NAME

2. The Term of this Contract is:
   August 12, 2020 to August 11, 2021

3. The maximum amount of this Contract is:

   $150,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

   Exhibit A – Scope of Work

   Exhibit B – Budget Detail and Payment Provision

   Exhibit C – General Terms and Conditions

This Contract is made on July 29, 2020.

CONTRACTOR	COUNTY OF SOLANO
GlideFast Consulting CONTRACTOR'S NAME	DEPARTMENT HEAD OR DESIGNEE
SIGNATURE	675 Texas Street, Suite 3700 ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE
Michael Yee, Chief Solutions Officer PRINTED NAME AND TITLE	
444 Washington Street, Suite 405 ADDRESS Woburn MA 01801 CITY STATE ZIP CODE	Approved as to Form: COUNTY COUNSEL, Deputy Ryan FitzGerald

Rev. 1/25/12

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

   The Scope of Services includes the following document:

   a. Contractor's Statement of Work for the Project, entitled GlideFast Remote Services (GRS) attached as Exhibit A-1.

Solano County

GlideFast Remote Services (GRS)

Statement of Work (SOW)

Electronic Copy

August 12, 2020

GLIDEFAST CONSULTING, LLC

444 Washington Street, Suite 405

Woburn, MA 01801

Phone: (339) 999-2190

This Statement of Work (SOW) includes data that shall not be disclosed outside Solano County or GlideFast Consulting and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this solicitation. This restriction does not limit Solano County's right to use information contained in this SOW if it is obtained through another source without restriction.

servicenow
Partner

Elite

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Contact Information

Solano County Billing Information		GlideFast Site Information	
Invoices will be sent to the contact and address shown below.		*Professional services will be performed at the offices shown below.*	
Company	Solano County	Company	GlideFast Consulting
Address		Address	444 Washington St., Suite 405 Woburn, MA 01801
Contact		Contact	Mike Lombardo
Phone		Phone	339-999-2190
Fax		Fax	978-560-0615
Email		Email	mike.lombardo@glidefast.com

Solano County Administrator Contact		GlideFast Contact	
Contact	Melissa Cuevas	Contact	Luann Butera
Address	675 Texas Street, Suite 3700 Fairfield, CA 94533	Address	444 Washington St., Suite 405 Woburn, MA 01801
Phone	707-784-3024	Phone	617-605-1554
Fax	707-784-4883	Fax	978-560-0615
Email	KMCuevas@solanocounty.com	Email	luann.butera@glidefast.com

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1 Scope of Engagement

1.1 Services

GlideFast Remote Services (GRS), uniquely offers the services of senior technical, analytical, architectural, and implementation resources on an as needed basis.

This initial statement of work calls for GlideFast to be available to Solano County for services to include any of the following:

- Business Process Consulting
- Architectural Design/Review and/or Platform Management
- Business Analysis/Requirements Gathering
- Development work, including but not limited to
  - Assistance needed with custom applications
  - Scripts, technical architect and workflow
  - Service Portal configurations
  - Catalog / services defined or configured
  - Troubleshooting, diagnosing
- Training
- Strategic Planning and Production of Roadmaps from a Process and/or Architectural Perspective
- Administrative assistance, task may include but not limited to
  - Email, form, data, report, and dashboard administration
  - Account Management
  - Minor configuration/Enhancement

The following are services not covered by this SOW:

- Any development work related to ServiceNow Discovery
  - Resources are available to support Discovery, but it's not included in this SOW
- Any development work related to Service Mapping
  - Resources are available to support Service Mapping, but it's not included in this SOW

1.2 Deliverables

Deliverables will be agreed upon between Solano County and GlideFast via email or written statement of work as requested by Solano County Executive Sponsor or Platform Owner. Request can also be put into GlideFast's ServiceNow instance.

GlideFast will provide a weekly update on activities completed the week prior and hours used.

An initial set of deliverables has been outlined below. This list is not inclusive and will be worked based on direction from Solano County and within the available hours.

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Defect Mitigation & Roll-Out Support:

- Provide dedicated remote support for SNOW platform defect mitigation during pilot phase and all county roll-out.
- Assess, fix, test, and promote defect resolutions across platform instances.
- Provide fulfiller and end-user training, process guidance and dedicated Solano Connect portal support.
- Provide dedicated support with all county roll-out of the Solano Connect/ServiceNow platform

Annual Upgrade

- Develop, plan, execute, and manage ServiceNow platform upgrade from London to New York
- Develop technical upgrade runbook/documentation inclusive of test, communication, and migration plans
- Perform defect remediation and facilitate UAT
- Execute all code promotion activities within the Solano Country ServiceNow instance stack

Development Support

IT Service Catalog:

- Develop IT facing service Catalog inclusive of the following service request:
  - Server Request, VPN firewall, Hard Drive Destruction
- Develop and enhance service request for customer facing services:
  - Request Hardware and Software
  - Phone request
- Develop internal facing catalog:
  - Identify and build internal services requested by IT staff

Reporting:

- Develop Performance Analytics coding structure for advanced reporting and metrics

Configuration Management:

- Code requirements defined by IT staff into CMDB rules
- Automate compliance and data integrity

System Notifications:

- Redesign system notifications (workflow inbound and actions)
- Adjust existing and create new workflows
- Review or Create new security rules
- Provide related, relevant documentation identified and requested by Solano personnel, as determined by working sessions
- Project, Demand, Resource, Idea, and Portfolio Management

System Integrations:

- Plan, configure, and implement CyberArk Integration with key stakeholders

Platform/Application Development:

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- Evaluate existing Service Trak and Teletrack Access Database
- Design, Build, and Configure custom application on SNOW platform

Portal Development:

- Provide development support for enhancements to Solano Connect, self-service portal for end-users

Data Administration:

- Handle request to maintain data within ServiceNow instance

Upgrade Plan:

Solano County| ServiceNow Upgrade	1	2	Week #
PREPARE			
Upgrade Preparation - Initiate development freeze - Clone sub-production instances - Schedule sub-production upgrade	●		
CREATE			
Perform upgrade impact analysis Review Impact Analysis - Facilitate meeting with Client to review impact analysis findings - Prioritize remediation items Plan and design remediation - Confirm and finalize remediation scope * *For the purposes of budgeting for this project, remediation scope will be limited to activities that can be completed within 40 labor hours, based on preliminary impact analysis performed by GlideFast. During initial analysis and planning, if remediation is determined to be greater than 40 hours to perform, customer approval will be required to proceed via the Change Order process. Regression Testing and Remediation - Review, prioritize and remediate items - Perform unit testing and remediation - Create UAT test suite - Perform User Acceptance Testing -- Customer will execute and GlideFast will support - Perform final remediation"	●	●	
TRANSITION			
Go Live and Transition - Schedule production upgrade with ServiceNow - Perform production upgrade (ServiceNow) - Perform post-upgrade validation testing (GlideFast) - Perform Early Life Support (production defect remediation) - Perform project retrospective and close -- Review project artifacts for Client Admin Training -- Sign-off on deliverables --- Customer Upgrade Checklist --- Customer Post-Clone/Upgrade System Testing Procedure --- Current Release Analysis & Findings (PPT) --- Current Release Notes (PPT)	●	●	
CLOSE			
Project Retrospective and Closure		●	

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2 Schedule and Fees

This project's schedule and fees are defined as follows:

2.1 Schedule

Tentative Project Start Date	Tentative Project End Date	Estimated Total Months	Estimated Effort/Month	Estimated Total Effort
August 12, 2020	August 11, 2021	12 Months	80 Hours	960 Hours

2.2 Fees

Service Description	Published Hourly Rate	Solano County Hourly Rate	Estimated Monthly Cost ($)	**Subtotal ($)**
GlideFast Remote Services (GRS)	$195	$150	$12,000	**$144,000**

2.3 Expenses

Expense Description (Optional if approved by Executive Sponsor)	**Estimated Total Cost ($)**
Estimated Travel Expenses	**$6,000**

2.4 Payment Terms

GlideFast shall submit invoices monthly, according to the frequency below, payable thirty (30) days after receipt of each invoice.

- Services will be invoiced on the last day of the month until the balance has been paid in full.
- Payment Terms are net 30.
- Fees will be calculated at the hourly rate defined above.
- This is a Time and Materials (T&M) contract. Only the hours consumed for this project will be invoiced. Solano County will never be billed for work not performed.

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3 Terms and Assumptions

- The contract will begin on the agreed upon start date and conclude on the agreed upon end date.
- Unused hours will expire three (3) months after agreed upon end date.
- This contract's timeframe may be extended with a change order.
- GlideFast will do their best to accommodate any requests for additional hours above those committed for the agreement but cannot guarantee availability of resources.
- GlideFast will try to accommodate requests for scheduling changes on short notice but requests at least two weeks' notice for any changes to pre-agreed schedule.
- Work on this engagement will occur primarily in a remote setting. Onsite availability is only included in this Statement of Work up to the amount of travel expenses agreed upon under Expenses in Section 2 of this SOW.
- The GlideFast resource(s) will provide good faith estimates of effort for all work requested by Solano County.
- GlideFast cannot guarantee completion of any development or activity assigned by Solano County. A best effort will be made to complete work in the available hours. GlideFast will work with Solano Country to estimate work before starting to ensure there is not incomplete work.
- GlideFast shall not be responsible for the development or operational performance of any third-party partners or products.
- GlideFast shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by GlideFast or changes requested by Solano County.
- One weeks' notice is requested for changes or extensions to the agreement.
- GlideFast will provide services under this proposal during normal business hours 8:00am – 5:00pm PST, Monday through Friday, except on Glidefast designated holidays, unless otherwise agreed to in writing. Resources are flexible to meet the client needs.
- All GlideFast project members are full-time US Based employees who will be normally available during the beforementioned working hours.
- Solano County will provide the required resources and ensure active participation to ensure the implementation is successful. This will include executive decision maker, project leadership and management, subject matter experts, and technical resources.
- Solano County is responsible for definition and documentation of the business processes within scope for this implementation and implementing all business process changes required to support the implementation. GlideFast will support Solano County in this effort.
- It is assumed that the GlideFast resources will have remote access to Solano County's ServiceNow instances and that Solano County makes appropriate technologies for remote work available.
- GlideFast resources will be able to use their GlideFast laptop for development efforts.
- Solano County is responsible for conducting the end-user Quality Assurance (QA) and UAT testing prior to production deployment/go-live, unless otherwise state in this document. GlideFast will support Solano County in this effort.
- Solano County acknowledges that its participation and cooperation is critical for successful service delivery.
- Only English language services are in-scope.
- Solano County will supply all information to be imported in a supported format. GlideFast will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Docs site.

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4 Client Authorization

THIS SOW, EFFECTIVE AS OF THE LAST SIGNATURE DATE NOTED BELOW ("EFFECTIVE DATE"), SETS FORTH SERVICES TO BE PROVIDED BY GLIDEFAST AND SOLANO COUNTY ENTITY SET FORTH BELOW ("SOLANO COUNTY").

BY EXECUTING THIS SOW, GLIDEFAST AND SOLANO COUNTY ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE MASTER CONSULTING SERVICES AGREEMENT OR THE LIKE EXECUTED BY THE PARTIES, IF ANY ("AGREEMENT") SHALL GOVERN THE SERVICES PERFORMED HEREUNDER ("SERVICES"). IN THE EVENT OF ANY CONFLICT, THE TERMS OF THIS SOW SHALL CONTROL WITH RESPECT TO THE SERVICES SET FORTH HEREIN.

GlideFast Consulting		Solano County	
By:		By:	
	(Authorized Signature)		(Authorized Signature)
Name:	Michael Yee	Name:	
Title:	Chief Solutions Officer	Title:	
Date:	/31/2020 | 8:45 PDT	Date:	
		PO#	
			(enter PO# to use on invoice if applicable)

THIS PROPOSAL OR ANY TERMS INCLUDED THEREIN SHALL BE VALID UNTIL **August 31, 2020** AT WHICH TIME IT WILL EXPIRE UNLESS ACCEPTED ABOVE.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Schedule and Fees

This project's schedule and fees are defined as follows:

Schedule

Tentative Project Start Date	Tentative Project End Date	Estimated Total Months	Estimated Effort/Month	Estimated Total Effort
August 12, 2020	August 11, 2021	12 Months	80 Hours	960 Hours

Fees

Service Description	Published Hourly Rate	Solano County Hourly Rate	Estimated Monthly Cost ($)	Subtotal ($)
GlideFast Remote Services (GRS)	$195	$150	$12,000	$144,000

Expenses

Expense Description (Optional if approved by Executive Sponsor)	Estimated Total Cost ($)
Estimated Travel Expenses	$6,000

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$2,000,000**	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1)	Cyber Liability:	**$1,000,000**	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
(2)	Professional Liability:	**$2,000,000**	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may

inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and

agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.