County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

August 18, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 74666 WITH SYSCON JUSTICE SYSTEMS CANADA LTD. AND SYSCON JUSTICE SYSTEMS, INC. FOR THE IMPLEMENTATION OF PHASE 2/STAGE 1 OF THE JAIL INFORMATION MANAGEMENT SYSTEM (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

This Board letter requests approval and execution of Amendment Number 2 to Agreement Number 74666 with Syscon Justice Systems Canada Ltd., and Syscon Justice Systems, Inc., to provide for the installation and implementation of the Jail Information Management System (JIMS) in phases; to move the implementation of certain work from Phase 1 of JIMS to later phases; to acquire additional software and services for Phase 2/Stage 1 of JIMS; and to extend the term.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the attached Amendment Number 2 to Agreement Number 74666 (as amended, Agreement) with Syscon Justice Systems Canada Ltd., (Syscon Canada) and Syscon Justice Systems, Inc., Syscon US; together with Syscon Canada, (Contractor) for a Jail Information Management System (JIMS). The proposed Amendment Number 2 will amend the Agreement (a) to establish a contractual structure for the installation and implementation of JIMS in

phases, (b) to move the implementation of certain work from Phase 1 of JIMS to later phases, (c) to obligate the Contractor to provide certain additional software and services for Phase 2/Stage 1 of JIMS, and (d) to extend the term to allow for continued maintenance and support of JIMS through the planned completion of Phase 2/Stage 1. The proposed Amendment Number 2 increases the maximum contract sum under the Agreement by $3,989,937 to $5,599,985.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Contractor to implement Phase 2/Stage 1 of JIMS. This is a continuation of the Los Angeles County Sheriff's Department's (Department) long-term strategic plan for its Custody Operations Division (Custody) to automate inefficient manual processes, eventually replace the antiquated Automated Jail Information System (AJIS) mainframe application, integrate several stand-alone systems, provide better data for inmate-specific decision-making, and enhance service delivery throughout Custody. Implementation of Phase 2/Stage 1 of JIMS will additionally allow the Department to implement a critical interface with the courts and to facilitate compliance with inmate rights as specified in Title 15 of the California Code of Regulations.

This Amendment Number 2 for JIMS Phase 2/Stage 1 does not replace the mainframe AJIS but rather provides enhanced functionality and a major technology upgrade to meet short-term critical needs and complete some of the tasks that are prerequisites to AJIS replacement. AJIS replacement is contingent upon the completion of JIMS Phase 2/Stage 2 which is currently not funded. The Department is working internally and with the Chief Executive Officer on a financing strategy and plan that will enable full deployment of JIMS and the replacement of AJIS through subsequent amendments to the Agreement.

With implementation of each module of JIMS, the Department gains new efficiencies and improvements in the processing and management of the jail population. This incremental approach to JIMS implementation allows the Department to realize benefits for priority functional areas when implemented throughout the life of the project based upon available funding.

Implementation of Strategic Plan Goals

The recommended services support Los Angeles County's (County) Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by ensuring that service delivery systems are efficient, effective and goal-oriented, by enabling the Department to accurately, efficiently, and effectively track and process inmates through the jails, and foster collaboration between the County and other law enforcement and justice-related agencies.

FISCAL IMPACT/FINANCING

The Department has identified sufficient funding within the Inmate Welfare Fund for the proposed Amendment Number 2. The Department will continue to allocate the funds required to continue the software and services throughout the duration of the Agreement, as extended by the proposed Amendment Number 2. Contractor has agreed to provide all work under Amendment Number 2 for a maximum amount of $4,372,402, which is allocated as follows: (a) $3,312,725 for implementation of Phase 2/Stage 1; (b) $397,132 for two years of maintenance and support services; and (c) $662,545 for pool dollars for other professional services. Because $382,465 of this amount is funded by amounts originally allocated to work that is being moved out of Phase 1 into Phase 2/Stage 1, the net increase in the maximum contract sum of the Agreement is $3,989,937, for a total maximum contract sum of $5,599,985.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was originally entered into by and between the County and Syscon Justice Systems, Ltd., (predecessor to Syscon Canada) effective December 2, 2003. Also, that same date, the Board was advised that the Department developed a three-phased implementation plan for JIMS to enhance and integrate various Custody antiquated stand-alone systems. The Agreement, as originally approved by the Board, provided for implementation of Phase 1 of JIMS. The County accepted all modules included in Phase 1 of JIMS on May 23, 2008, except for modules the parties agreed would be moved to later phases. Phase 1 of this project has been successfully implemented.

On February 3, 2009, your Board approved Amendment Number One to Agreement Number 74666, which reflected the internal reorganization of Syscon Justice Systems Ltd., into Syscon Canada, elected the option to extend the term of the Agreement to provide for continued maintenance and support of JIMS, and increased the maximum contract sum under the Agreement to include funds for the continued maintenance and support. At that time, the Board was advised that Phase 2 and Phase 3 of JIMS would be consolidated into a single Phase 2 implementation with multiple stages.

The proposed Amendment Number 2 will provide for the installation and implementation of JIMS Phase 2/Stage 1 which may require two years to fully implement. Thus, the proposed Amendment Number 2 extends the term of the Agreement for two years; provides for maintenance and support services during this time; provides for up to three optional years of maintenance and support services, but does not include funding for these optional years. The Department will therefore have to request approval of the Board to exercise any of these optional years and to request approval for the next stage of Phase 2.

In the proposed Amendment Number 2, pool dollars are $662,545, which equals 20 percent of the Phase 2/Stage 1 implementation costs. These pool dollars will be used, as required, to acquire professional services (e.g., additional customizations and/or interfaces to JIMS, additional training, etc.) to meet unforeseen needs during and following the implementation process and to acquire maintenance and support services for additional customizations and interfaces to JIMS.

The proposed Amendment Number 2 includes two changes in the business terms that were applicable to Phase 1. First, maintenance and support fees will be phased in for Phase 2/Stage 1 modules upon expiration of the 90-day warranty period for each module, as opposed to the System Final Acceptance Date, as was the case for Phase 1. Second, the amount that the County will withhold from each invoice for Phase 2/Stage 1 will be reduced from approximately 54.46 percent (as applied in Phase 1) to 15 percent in Phase 2/Stage 1. The Department believes that both changes to the business terms are reasonable because Phase 1 has been successfully implemented and, since approval of Agreement Number 74666, the Contractor gained further experience successfully implementing projects larger in scale than JIMS.

CONTRACTING PROCESS

During Fiscal Year 2001-02, the Department sought commercial-off-the-shelf software solutions to update the Department's inmate management system. The Department and County's Internal Services Department conducted a detailed evaluation of the five vendors that responded, their products, and associated costs. Syscon Justice Systems, Ltd., was the only vendor that offered a totally web-based product, as well as meeting other technical and functional requirements.

Agreement Number 74666 was entered into to implement Phase 1, as well as to consolidate the prior purchases described above.

County Counsel has reviewed and approved Amendment Number 2 as to form. Additionally, in accordance with the Board's policy, outside Counsel (Glaser, Weil, Fink, Jacobs, Howard & Shapiro, LLP), along with County Counsel, assisted in review of Amendment Number 2.

The Chief Information Officer has reviewed and approved Amendment Number 2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure the continued operation of JIMS to enable Custody to perform legally mandated responsibilities more efficiently, accurately, and expeditiously.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and two original executed copies of Amendment Number 2 to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

RICHARD SANCHEZ
ACTING CHIEF INFORMATION OFFICER

AMENDMENT NUMBER TWO
TO
AGREEMENT NO. 74666
FOR A JAIL INFORMATION MANAGEMENT SYSTEM (JIMS)

This Amendment Number Two (hereinafter "Amendment No. 2") is entered into by and between the County of Los Angeles (hereinafter "County") and Syscon Justice Systems Canada Ltd. (successor to Syscon Justice Systems Ltd.), a corporation organized under the laws of British Columbia, Canada ("Syscon Canada"), and Syscon Justice Systems, Inc., a corporation organized under the laws of the State of California ("Syscon US;" jointly and severally with Syscon Canada, hereinafter "Contractor"), and is effective as of the Amendment No. 2 Effective Date (as defined below), based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Agreement No. 74666, dated as of December 2, 2003 (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, including without limitation by Amendment Number One effective February 23, 2009, hereinafter "Agreement"), for a Jail Information Management System (hereinafter "JIMS") for the benefit of County and, more specifically, the Los Angeles County Sheriff's Department (hereinafter the "Department").

WHEREAS, Contractor has been modifying, customizing, developing interfaces, and providing other services with respect to certain System Software (as defined in the Agreement), in each case, pursuant to the terms and conditions of the Agreement.

WHEREAS, pursuant to this Amendment No. 2, County and Contractor desire to amend the Agreement to provide for the installation and implementation of JIMS in phases, as further described in, and pursuant to the terms and conditions of, this Amendment No. 2.

WHEREAS, County and Contractor additionally desire to amend the Agreement (a) to move the implementation of certain Work (as defined in the Agreement) from Phase 1 (as defined below) to Phase 2/Stage 1 (each as defined below), b) to defer implementation of certain other Work from Phase 1 to later Phases, and (c) to obligate Contractor to provide certain additional software and services as part of Phase 2/Stage 1, in each case, as further described in, and pursuant to the terms and conditions of, this Amendment No. 2.

WHEREAS, County and Contractor additionally desire to amend the Agreement to extend the term thereof to allow for the full implementation of Phase 2/Stage 1 and to provide for continued Maintenance Services (as defined in the Agreement) with respect to the System Software, in each case, as further described in, and pursuant to the terms and conditions of, this Amendment No. 2.

WHEREAS, County and Contractor additionally desire to amend the Agreement to update certain provisions of the Agreement required by County's Board (as defined in the Agreement) to make certain other revisions described herein, in each case, as further described in, and pursuant to the terms and conditions of, this Amendment No. 2.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 2, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 2. Unless otherwise noted, Paragraph references in this Amendment No. 2 shall refer to the body of the Agreement.

2. Amendments to the Body of the Agreement. As of the Amendment No. 2 Effective Date, the body of the Agreement is amended as follows:

2.1 Paragraph 1.1 (Agreement). Amend Paragraph 1.1 (Agreement) to delete the phrase "Exhibits A though L and any schedules attached hereto or thereto" and to replace it with the phrase "Exhibits A through L and any attachments and/or schedules attached hereto or thereto".

2.2 Paragraph 1.2 (Interpretation). Amend and restate Paragraph 1.2 (Interpretation) as follows:

> 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, attachment, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits, together with the schedules and/or attachments thereto, according to the following priority:
>
> 1.2.1 Exhibit A – Additional Terms and Conditions
>
> 1.2.2 Exhibit D – Description of System Software
>
> 1.2.3 Exhibit B – Statement of Work
>
> Attachment B-1 – Phase 1 Statement of Work
>
> Attachment B-2 – Phase 2/Stage 1 Statement of Work

1.2.4 Exhibit C – Price and Schedule of Payments

Attachment C-1 Phase 1 Price and Schedule of Payments

Attachment C-2 Phase 2/Stage 1 Price and Schedule of Payments

1.2.5 Exhibit F – Maintenance & Support

1.2.6 Exhibit G – Third Party Software

1.2.7 Exhibit H – Minimum System Requirements

Attachment H-1 – Phase 1 Minimum System Requirements

Attachment H-2 – Phase 2/Stage 1 Minimum System Requirements

1.2.8 Exhibit E – Change Order

1.2.9 Exhibit I – Invoice Discrepancy Report

1.2.10 Exhibit K - Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights

1.2.11 Exhibit L - Task/Deliverable Acceptance Certificate

2.3 Paragraph 2 (Definitions). Amend Paragraph 2 (Definitions) to:

a) Add the following defined terms in the proper alphabetical and numerical order:

"Amendment No. 2" means that certain Amendment Number Two to this Agreement, dated as of Amendment No. 2 Effective Date, between County and Contractor.

"Amendment No. 2 Effective Date" means the date on which Amendment No. 2 became effective in accordance with its terms.

"Co-Pay Interface" means the customized medical co-pay Interface provided pursuant to Task 7 of Attachment B-1 (Phase 1 Statement of Work).

"Exhibit C (Price and Schedule of Payments)" means Exhibit C (Price and Schedule of Payments), together with all attachments thereto, including (i) Attachment C-1 (Phase 1 Price and Schedule of Payments) and (ii) Attachment C-2

(Phase 2/Stage 1 Price and Schedule of Payments) to this Agreement, as may be amended by any approved Change Order or amendment.

"Pay-for-Stay Interface" means the customized pay-for-stay Interface provided pursuant to Task 12 of Attachment B-2 (Phase 2/Stage 1 Statement of Work), as further described in Exhibit D (Description of Software).

"Phase" means a phase of Work described in an attachment to the Statement of Work. By way of example, Phase 1 and Phase 2/Stage 1 are each a Phase.

"Phase 1" means the Phase described in Attachment B-1 (Phase 1 Statement of Work) with respect to the following Modules:

> Trust Accounting Module; Inmate Information Module; Case Jacket Tracking Module; Property Tracking Module; Co-Pay Interface; and XML Interface Software Module.

"Phase 2/Stage 1" means the Phase described in Attachment B-2 (Phase 2/Stage 1 Statement of Work) with respect to the following Modules:

> comprehensive Title 15 compliance Module; community case management Module; visits management Module; and Pay-for-Stay Interface.

Phase 2/Stage 1 additionally includes developing the requirements for consolidated booking Module and legal cases and documents Module, the implementation of which, should County in its sole discretion decide to move forward with such Modules and Interface, will be undertaken in a future Phase. Phase 2/Stage 1 additionally includes the other Work described in Attachment B-2 (Phase 2/Stage 1 Statement of Work), including implementation assistance with the upgrade to Oracle 10g and enhancements to certain Phase 1 Modules.

b) Amend the definition of "Baseline Software" (i) to delete the word "and" immediately after the phrase "Agency Billing Module" and (ii) and add the phrase "and any other Module described on Exhibit D (Description of Software) and/or provided pursuant to the Statement of Work" immediately following the phrase "XML Interface Software Module,".

c) Delete the definition of "Co-Pay and Pay-for-Stay Interfaces" in its entirety.

d) Amend the definition of "Initial Maintenance Payments" (i) to delete the reference to "with respect to each Module" and to replace it with "with respect to each Module included in Phase 1" and (ii) to delete the reference to "and continuing through System Final Acceptance Date" and to replace it with "and continuing through the System Final Acceptance Date for Phase 1".

e) Amend and restate the definition of "Module" in its entirety as follows:

> "Module" means an individual computer program module of the Baseline Software, Application Software, or System Software and includes the Modules provided under each Phase, as such Modules are further described in Exhibit D (Description of Software) and/or provided pursuant to the Statement of Work.

f) Amend the definition of "Project Control Document" to add the phrase ", with respect to each Phase," immediately before "has the meaning".

g) Amend and restate the definition of "Statement of Work" or "SOW" in its entirety as follows:

> "Statement of Work", "SOW" or "Exhibit B (Statement of Work)" means Exhibit B (Statement of Work), together with all attachments thereto, including (i) Attachment B-1 (Phase 1 Statement of Work) and (ii) Attachment B-2 (Phase 2/Stage 1 Statement of Work) to this Agreement, including all attachments thereto, as may be amended by any approved Change Order or amendment.

h) Amend the definition of "System Software" to delete the reference to "Co-Pay and Pay-for-Stay Interfaces" with "Co-Pay Interfaces, Pay-for-Stay Interfaces".

i) Amend and restate the definition of "T&M Implementation Support" in its entirety as follows:

> "T&M Implementation Support" means the time and materials based implementation support Work performed by Contractor pursuant to (i) Subtasks 2.13, 4.5, 5.5, 7.8., and 8.7 under Attachment B-1 (Phase 1 Statement of Work) and (ii) Subtasks 11.4, 11.6, 12.4, 12.6, 15.4, 15.6, 16.5, 16.7, 17.5, 17.6, 17.11,

17.12, 18.7, 18.8, 18.11, 18.12, 19.4 and 19.6 under Attachment B-2 (Phase 2/Stage 1 Statement of Work).

j) Amend and restate the definition of "T&M Interfaces" in its entirety as follows:

"T&M Interfaces" means the time and materials based Interfaces performed by Contractor pursuant to Task 7 and 8 under Attachment B-1 (Phase 1 Statement of Work).

k) Amend the definition of "T&M Technical Assistance" to delete the reference to "Statement of Work" and to replace it with "Attachment B-1 (Phase 1 Statement of Work)".

l) Amend and restate the definition of "T&M Training" in its entirety as follows:

"T&M Training" means the time and materials based training provided to County by Contractor pursuant to (i) Subtasks 2.12, 3.4, 4.4, 5.4, 6.5, 7.7, and 8.6 under Attachment B-1 (Phase 1 Statement of Work) and (ii) Subtasks 11.5, 12.5, 15.5, 16.6, 18.9, 18.10 and 19.5 under Attachment B-2 (Phase 2/Stage 1 Statement of Work).

2.4 Paragraph 3. (Consolidation of Prior Purchase Orders). Amend and restate Paragraph 3 (Consolidation of Prior Purchase Orders) in its entirely as follows:

3. **CONSOLIDATION OF PRIOR PURCHASE ORDERS.** County acquired the Baseline Software, other than the XML Interface Software Module, and certain Customizations to the Trust Accounting Module and related services from Contractor through the following purchase orders (collectively, the "Prior Purchase Orders"): (a) Purchase Order Number 31026606, dated as of April 10, 2003, relating to Contract Number P41422, (b) Purchase Order Number 31012723, dated as of April 18, 2002, relating to Contract Number T41564, (c) Purchase Order Number 31034027, dated as of September 3, 2003, relating to Contract Number Q40183, (d) Purchase Order Number 31036894, dated as of October 30, 2003, relating to Contract Number Q40560, (e) Purchase Order Number 31065599 dated as of June 9, 2005, relating to Contract Number R42531, and (f) Purchase Order Number 31079386 dated as of March 6, 2006 relating to Contract Number S41745. Without limiting Contractor's obligation

to provide Contractor's warranty in respect of the Baseline Software and Customizations approved and accepted by County under the Prior Purchase Orders, effective as of the Effective Date (with respect to the Prior Purchase Orders listed in clauses (a) through (c)) or the Amendment No. 2 Effective Date (with respect to the Prior Purchase Orders listed in clauses (d) through (f)), the terms and conditions of the Prior Purchase Orders are superseded in their entirety by the terms and conditions of this Agreement, including the terms of Paragraph 13 (System Software Warranty) and Paragraph 15 (Ownership; License), and the Baseline Software and such Customizations are a part of, and included in, the System Software. As of the Amendment No. 2 Effective Date, Contractor expressly acknowledges that no further payment is due and owing by County in respect of the Baseline Software, Customizations and/or any other Work acquired under the Prior Purchase Orders.

2.5 Paragraph 5.1.1. (Contractor Project Director). Amend Paragraph 5.1.1. (Contractor Project Director) to add the phrase ", in respect of Phase 1; and Douglas McFee, in respect of Phase 2/Stage 1." immediately after the name " Floyd Sully".

2.6 Paragraph 5.2.1. (Contractor Project Manager). Amend Paragraph 5.2.1. (Contractor Project Manager) to add the phrase "and Brad Aitken, in respect of Phase 1; and Richard McDonald, in respect of Phase 2/Stage 1." immediately after the name " Patrick Conroy".

2.7 Paragraph 5.4 (Project Status Reports). Amend Paragraph 5.4 (Project Status Reports) to delete the reference to "the information set forth in Task 1.2 of the Statement of Work" and to replace it with "the information required for Project Status Reports in the Statement of Work".

2.8 Paragraph 6.2 (Approval: Fixed Price Work). Amend Paragraph 6.2 (Approval: Fixed Price Work) to replace each reference to "the Project Control Document" with "each applicable Project Control Document".

2.9 Paragraph 6.3 (Approval: Time and Materials Work). Amend Paragraph 6.3 (Approval: Time and Materials Work) to replace each reference to "the Project Control Document" with "each applicable Project Control Document".

2.10 Paragraph 6.4.1 (Module Go-Live). Amend Paragraph 6.4.1 (Module Go-Live) to replace delete the reference to "all phases" and replace it with "such Module".

2.11 Paragraph 6.4.2 (Module Acceptance). Amend Paragraph 6.4.2 (Module Acceptance) to delete the reference to "all phases" and replace it with "such Module".

2.12 Paragraph 6.4.3 (System Go-Live). Amend and restate Paragraph 6.4.3 (System Go-Live) in its entirety as follows:

> 6.4.3 System Go-Live. Contractor shall achieve System Go-Live with respect to each Phase on or before the date specified in the Project Control Document for such Phase. Contractor shall achieve "System Go-Live" for a Phase upon successful completion of all the following: (a) its achievement of Module Acceptance for all Modules included in such Phase; and (b) successful implementation of all functions and features of such Modules has been verified by Contractor (the date of satisfaction of the foregoing, with respect to each Phase, including written approval thereof, shall be referred to as the "System Go-Live Date" for such Phase).

2.13 Paragraph 6.4.4 (System Final Acceptance). Amend and restate Paragraph 6.4.4 (System Final Acceptance) in its entirety as follows:

> 6.4.4 System Final Acceptance. Contractor shall achieve System Final Acceptance with respect to each Phase on or before the date specified in the Project Control Document for such Phase. Contractor shall achieve "System Final Acceptance" for a Phase upon successful completion of all the following: (a) its completion and delivery of all Work and testing protocols associated with the System Final Acceptance for such Phase; (b) successful implementation of all functions and features of all Modules included in such Phase and successful achievement of all testing protocols for such Phase has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County's production environment with no Deficiencies more severe than Severity Level "3" Deficiency (as defined in Exhibit F (Maintenance & Support)) for no less than two uninterrupted thirty (30) day periods; (e) at least seventy five percent (75%) of the cumulative Severity Level "3" Deficiencies identified by

County Project Director between each applicable Module Go-Live Date and System Final Acceptance for such Phase have been remedied pursuant to Paragraph 12.3 (Deficiencies: Approval), which Deficiencies targeted for remedy shall be prioritized by County Project Director; and (f) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of System Final Acceptance for such Phase (the date of satisfaction of the foregoing, with respect to each Phase, including written approval thereof, shall be referred to as the "System Final Acceptance Date" for such Phase).

2.14 Paragraph 7.1 (General). Amend Paragraph 7.1.2 to delete the reference to "the Project Control Document" and to replace it with "the applicable Project Control Document".

2.15 Paragraph 7.6 (Professional Services T&M Charges). Amend Paragraph 7.6 (Professional Services T&M Charges) to delete the word "twice" in the third sentence.

2.16 Paragraph 8 (Term). Amend and restate Paragraph 8 (Term) in its entirety as follows:

8. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue for two (2) years following the Amendment No. 2 Effective Date, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Board has the option, at the Board's election and pursuant to an amendment under Paragraph 7.1.4., to extend the term of this Agreement for additional one (1) year periods, which additional period shall not, in total, exceed three (3) additional years (each an "Option Term"). Each such amendment shall, among other things, amend the Maximum Contract Sum to include fees payable to Contractor for Maintenance Services during the exercised Option Term at the rates set forth in Exhibit F for such Option Term. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify County Project Manager and County Project Director when the Initial Term or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial

Term, or such Option Term, as the case may be, as provided for in this Paragraph 8.

2.17 Paragraph 9.1 (General). Amend and restate Paragraph 9.1 (General) in its entirety as follows:

9.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement for each Phase, along with a payment schedule.

2.18 Paragraph 9.2. (Maximum Contract Sum). Amend Paragraph 9.2. (Maximum Contract Sum) to (a) add the new sentence "The Maximum Contract Sum does not include funding for any Option Terms." after the first sentence ending with the phrase "Pool Dollars under this Agreement for the Term.", and (b) delete the reference to the Maximum Contract Sum of "$1,610,048.00" and replace it with "$5,599,985.00".

2.19 Paragraph 9.3 (Time and Materials Fees). Amend Paragraph 9.3 (Time and Materials Fees) (a) in the first sentence, to insert the phrase "or Amendment No. 2 Effective Date, as the case may be," immediately after the phrase "Effective Date" and (b) to replace "Term" with "Initial Term."

2.20 Paragraph 9.4 (Aggregate Maintenance Fees). Amend and restate Paragraph 9.4 (Aggregate Maintenance Fees) in its entirety as follows:

9.4 Aggregate Maintenance Fees. Exhibit C (Price and Schedule of Payments) includes the Aggregate Maintenance Fees payable under the Agreement in respect of Maintenance Services for the Initial Term. The Initial Maintenance Payments covered Maintenance Services for the period commencing on the first calendar day following the Module Acceptance Date for each Module under Phase 1 (or, with respect to the Trust Account Module, commencing on the first calendar day following County's approval and acceptance of such Module pursuant to the Prior Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders)) and continuing until the System Final Acceptance Date for Phase 1. The Monthly Maintenance Fees cover Maintenance Services for the Modules, as allocated on Schedule II to Exhibit F (Maintenance and Support), for the period commencing on (a) with respect to Phase 1 Modules, the System Final Acceptance Date for Phase 1 and continuing for the Initial Term and (b) with respect to

each Phase 2/Stage 1 Module, the expiration of the Module Warranty Period for such Module and continuing for the Initial Term. Maintenance Fees will be paid monthly in arrears. Contractor acknowledges and agrees that Downtime Credits may be assessed by County to Contractor should Contractor fail to provide Maintenance Services in accordance with the timetables set forth in Exhibit F (Maintenance and Support).

2.21 Paragraph 9.5 (Pool Dollars). Amend the fourth sentence of Paragraph 9.5 (Pool Dollars) to insert the phrase "or Amendment No. 2 Effective Date, as the case may be," after the phrase "Effective Date".

2.22 Paragraph 11.2. (Submission of Invoices). Amend and restate Paragraph 11.2. (Submission of Invoices) in its entirety as follows:

11.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), Exhibit F (Maintenance & Support), or any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 6 (Work; Approval and Acceptance). With regard to Maintenance Services, Contractor shall invoice County (a) with respect to the Initial Maintenance Payment for each Module included in Phase 1, together with the invoice submitted in respect of the applicable Module Acceptance Deliverable, and (b) with respect to the Monthly Maintenance Fees for (i) each Module included in Phase 1, on a monthly basis in arrears for each monthly period following the System Final Acceptance Date and (ii) for each other Module, on a monthly basis in arrears for each monthly period following the expiration of the applicable Module Warranty Period for such Module. For the avoidance of doubt, Contractor shall not invoice, and County shall not pay (A) with respect to each Module included in Phase 1, the Initial Maintenance Payment until Contractor has achieved Module Acceptance for such Module (or, with respect to the Trust Account Module, County has approved and accepted such Module pursuant to the Prior Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders)), and (B) with respect to all Modules, the Monthly Maintenance Fees until Contractor has achieved (i) for each Module

included in Phase 1, until System Final Acceptance and (ii) for each other Module, until the expiration of the applicable Module Warranty Period. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Richard C. Myers, Lieutenant
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3274

2.23 Paragraph 11.3 (Detail). Amend Paragraph 11.3.5 (a) to insert the phrase "with respect to a Phase" immediately after "for a Professional Services T&M Change" and (b) to insert the phrase "for such Phase" immediately after "after System Final Acceptance".

2.24 Paragraph 11.4. (Holdbacks). Amend and restate Paragraph 11.4. (Holdbacks) in its entirety as follows:

11.4 Holdbacks.

11.4.1 Except for invoices for the Initial Maintenance Payments and Monthly Maintenance Fees, County will hold back (with respect to each Phase, the "Holdback Amount"):

(a) for Phase 1, fifty-four and forty-six one hundredths percent (54.46%) (which percentage has been rounded to the nearest one hundredth of a percent) of the dollar amount of each invoice, exclusive of the dollar amount attributable to Out-of-Pocket Expenses approved by County, including invoices for Change Orders; and

(b) for Phase 2/Stage 1, fifteen percent (15%) of the dollar amount of each invoice, in each case, exclusive of the dollar amount attributable to Out-of-Pocket Expenses approved by County, including invoices for Change Orders.

11.4.2 Other than for Change Orders with respect to a Phase that the parties intend will be completed after System Final Acceptance for such Phase, the Holdback Amount in respect of each Phase will be due and payable to Contractor following System Final Acceptance for such Phase, subject

to adjustments for any amounts accruing or payable to County, including any amounts arising from Paragraphs 11.6 (Invoice Discrepancy Report), 11.7 (County's Right to Withhold), 11.8 (Credits to County), and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work. As to Change Orders with respect to a Phase that are to be completed after System Final Acceptance for such Phase, the Holdback Amount for such Change Order will be due and payable to Contractor upon final acceptance by County of the Work provided under such Change Order.

2.25 Paragraph 11.8 (Credits to County). Amend Paragraph 11.8 (Credits to County) to (a) amend Paragraph 11.8.2 to add the phrase "for any Phase" immediately after the phrase "System Final Acceptance" and (b) amend Paragraph 11.8.3.(i) to delete the reference to "the Project Control Document" and to replace it with "the applicable Project Control Document"

2.26 Paragraph 13 (System Software Warranty). Amend Paragraph 13 (System Software Warranty) to delete clauses (ii) and (iii) of the last sentence thereof and to replace such clauses with the following:

(ii) the "Module Warranty Period" means, with respect to each Module, other than the Trust Accounting Module, the period commencing on the Module Acceptance Date for each such Module and continuing for ninety (90) days following the applicable Module Acceptance Date, and (iii) the "System Warranty Period" means, with respect to each Phase, the period commencing on the System Final Acceptance Date for such Phase and continuing for ninety (90) days thereafter.

2.27 Paragraph 14.2 (Professional Services). Amend Paragraph 14.2 (Professional Services) to amend and restate Paragraph 14.2.1 in its entirety as follows:

14.2.1 Subject to Paragraph 7 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Professional Services," such as customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality, and customizations or modifications not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, in each case, other than Customizations (such custom programming is collectively referred to as "Custom

Programming Modifications"). Professional Services may also include (a) Interfaces not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, (b) Maintenance Services not then required to be provided under the Exhibit F (Maintenance & Support) with respect to new Interfaces or Custom Programming Modifications, (c) additional Contractor staff support beyond the amount provided under the Statement of Work during implementation or installation, (d) additional or refresher training beyond what is provided in the Statement of Work or Exhibit F (Maintenance & Support), and (e) to the extent set forth in Paragraph 14.2.3 below, Contractor's verification of an interface, modification or report created by County under Paragraph 15.2.4. Professional Services shall utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Professional Services, nor shall Contractor be required to perform any Professional Services for which there are no Pool Dollars available to pay Contractor for such Professional Services.

2.28 Paragraph 15.3 (Fully-Paid License to the System Software). Amend Paragraph 15.3 (Fully-Paid License to the System Software) (a) to delete the reference to "the System Final Acceptance Date" and to replace it with "the applicable System Final Acceptance Date" and (b) to delete the reference to "Co-Pay and Pay-for-Stay Interfaces" and to replace it with "Co-Pay Interfaces".

2.29 Paragraph 16.1 (Self Escrow). Amend Paragraph 16.1 (Self Escrow) to delete the reference to "Co-Pay and Pay-for-Stay Interfaces" with "Co-Pay Interfaces, Pay-for-Stay Interfaces".

2.30 Paragraph 18 (Minimum System Requirements). Amend and restate Paragraph 18 (Minimum System Requirements) in its entirety as follows:

18. MINIMUM SYSTEM REQUIREMENTS. Attached hereto as Attachment H-1 (Phase 1 Minimum System Requirements) and Attachment H-2 (Phase 2/Stage 1 Minimum System Requirements) to Exhibit H (Minimum System Requirements) are matrixes that set forth the minimum requirements for hardware ("System Hardware") and operating system software ("Operating System Software") for each Phase that are Compatible (as defined below) with the System Software for such Phase, including any Custom Programming Modifications and Updates thereto, and are required for County to enjoy and exercise

fully its rights in respect of the System Software for such Phase. Such matrixes specify version Compatibility and provide Specifications for installation of the System Hardware and Operating System Software with respect to each Phase in order to achieve Compatibility with the System Software for such Phase, along with recommended System Hardware make and model numbers. Contractor may request to inspect County's installation of the System Hardware or Operating System Software for any Phase, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 13 (System Software Warranty) or Paragraph 14 (Maintenance, Support, and Professional Services). As used in this Agreement, "Compatible" or "Compatibility" means that the applicable System Hardware and Operating System Software as set forth on the applicable of Attachment H-1 (Phase 1 Minimum System Requirements) and Attachment H-2 (Phase 2/Stage 1 Minimum System Requirements) to Exhibit H (Minimum System Requirements) are capable of supporting, operating, and otherwise performing all anticipated functions of such System Hardware or Operating System Software, as the case may be, when used in conjunction with the System Software, including any Customizations, Interfaces, Updates, and Custom Programming Modifications thereto.

3. Amendments to Exhibits, Attachments and Schedules. As of the Amendment No. 2 Effective Date, the Exhibits, Attachments and Schedules to the Agreement are amended as follows:

3.1. Exhibit A (Additional Terms and Conditions). Amend Exhibit A (Additional Terms and Conditions) to the Agreement to amend Paragraph 12.2 to delete the phrase "until the System Final Acceptance Date" and to replace it with the phrase "until the applicable Final System Acceptance Date".

3.2 Exhibit B (Statement of Work). Amend and restate Exhibit B (Statement of Work) to the Agreement in its entirety as set forth on Exhibit B (Statement of Work), together with all attachments thereto, attached hereto and made a part hereof.

3.3 Exhibit C (Price and Schedule of Payments). Amend and restate Exhibit C (Price and Schedule of Payments) to the Agreement in its entirety as set forth on Exhibit C (Price and Schedule of Payments), together with all attachments thereto, attached hereto and made a part hereof.

3.4 Exhibit D (Description of Software). Amend and restate Exhibit D (Description of Software) to the Agreement in its entirety as set forth on Exhibit D (Description of Software) attached hereto and made a part hereof.

3.5 Exhibit F (Maintenance and Support). Amend and restate Exhibit F (Maintenance and Support) to the Agreement in its entirety as set forth on Exhibit F (Maintenance and Support) attached hereto and made a part hereof.

3.6 Exhibit H (Minimum System Requirements). Amend and restate Exhibit H (Minimum System Requirements) to the Agreement in its entirety as set forth on Exhibit H (Minimum System Requirements), together with all attachments thereto, attached hereto and made a part hereof.

4. Effectiveness of Amendment No. 2 This Amendment No. 2. shall become effective on _____ ___, 2009, which is the date on which all of the following have occurred (such date, the "Amendment No. 2 Effective Date"):

4.1 County's Project Director shall have received an original counterpart to this Amendment No. 2, duly executed by an authorized officer of Contractor;

4.2 County Counsel shall have approved this Amendment No. 2. as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 2;

4.3 County's Board of Supervisors shall have approved this Amendment No. 2;

4.4 An authorized officer of Contractor has certified to County's Project Director in writing that a complete and accurate copy of all Source Code for the System Software as of the Amendment No. 2 Effective Date has been deposited with the County under Paragraph 16.1 (Self Escrow) of the Agreement; and

4.5 Contractor is not in default under any material provision of the Agreement (as amended by this Amendment No. 2), except that, with respect to each provision which includes a materiality qualifier, Contractor shall be in full compliance with such provision.

5. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 2 all other provisions, and conditions of the Agreement shall remain the same and in full force and effect. As of the Amendment No. 2 Effective Date, all references in the Agreement to "this Agreement", "herein", "hereof", and words of similar import shall mean and shall be references to this Agreement, as amended by Amendment No. 2.

6. Authority. Contractor and the persons executing this Amendment No. 2 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 2 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

7. Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State.

* * *

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment No. 2 to be subscribed by the Chairman and seal of said Board to be hereto affixed and attested to by its Executed Officer, and Contractor has caused this Amendment No. 2 to be executed on its behalf by its duly authorized officer, effective as of the Amendment No. 2 Effective Date.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-
Clerk of the Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
ROBERT E. KALUNIAN,
Acting County Counsel

By: _____
Amanda M.L. Drukker
Senior Deputy County Counsel

SYSCON JUSTICE SYSTEMS CANADA, LTD., jointly and severally as Contractor

By: _____
Name: Daniel A. Crawford
Title: President

SYSCON JUSTICE SYSTEMS, INC., jointly and severally as Contractor

By: _____
Name: Daniel A. Crawford
Title: President

EXHIBIT B Attachment B-1

STATEMENT OF WORK

[Amended and Restated under Amendment No. 2]

TABLE OF CONTENTS

INTRODUCTION

TASK 1 PROJECT PLANNING AND PROJECT MANAGEMENT

Subtask 1.1	Prepare Project Control Document
Subtask 1.1	Perform Project Administration
Deliverable 1.1	Project Control Document
Deliverable 1.2	Project Status Reports

TASK 2 WEB-BASED ACCESS TO INMATE INFORMATION MODULE

Subtask 2.1	Modify Existing Query Screens to Display Booking Number
Subtask 2.2	Modify Inmate Profile Query to Drill Down to lowest Housing Unit
Subtask 2.3	Design the Inmate Inventory and Housing History Queries
Subtask 2.4	Design a General Postal Query with Drill Down Capability
Subtask 2.5	Design Label Generation and Related Reports for Non-Financial Components
Subtask 2.6	Construct and Test the Inmate Inventory and Housing History Queries
Subtask 2.7	Construct and Test a General Portal Query with Drill Down Capability
Subtask 2.8	Construct and Test Label Generation and Related Reports for Non-financial Components
Subtask 2.9	Provide Support to COUNTY in Conduct of User Acceptance Testing of Inmate and Housing History Queries
Subtask 2.10	Provide Support to COUNTY in Conduct of User Acceptance Testing of General Portal Query with Drill Down Capability
Subtask 2.11	Provide Support to COUNTY in Conduct of User Acceptance Testing of Label of Generation and Related Reports for Non-financial Components
Subtask 2.12	Train COUNTY Users in Query Access to Inmate Information
Subtask 2.13	Provide T&M Implementation Support for Inmate Information Module
Subtask 2.14	Maintain Production Use of Inmate Information Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 2.1	Modified Query Screens to Display Booking Number

Deliverable 2.2	Modified Inmate Profile Query to Drill Down to lowest Housing Unit
Deliverable 2.3	Design Specifications and Prototype for the Inmate Inventory and Housing History Queries
Deliverable 2.4	Design Specifications and Prototype for a General Portal Query with Drill Down Capability
Deliverable 2.5	Design Specifications and Prototype for Label Generation and Related Reports for Non-financial Components
Deliverable 2.6	Constructed and Tested Inmate Inventory and Housing History Queries
Deliverable 2.7	Constructed and Tested General Portal Query with Drill Down Capability
Deliverable 2.8	Constructed and Tested Label Generation and Related Reports for Non-financial Components
Deliverable 2.9	Successful User Acceptance Testing of Inmate Inventory and Housing History Queries
Deliverable 2.10	Successful User Acceptance Testing of General Portal Query with Drill Down Capability
Deliverable 2.11	Successful User Acceptance Testing of Label Generation and Related Reports for Non-financial Components
Deliverable 2.12	Trained COUNTY Users in Query Access to Inmate Information
Deliverable 2.13	Module Go-Live for Inmate Information Module
Deliverable 2.14	Module Acceptance for Inmate Information Module

TASK 3 CLASSIFICATION APPLICATION SOFTWARE MODULE ***(This Module including Subtasks 3.2 through 3.6 and Deliverables 3.2 through 3.6 was deferred to Phase 2)***

Subtask 3.1	Design the Classification Application Software Module
Subtask 3.2	Construct and Test Classification Application Software Module
Subtask 3.3	Provide Support to COUNTY in Conduct of User Acceptance Testing of Classification Application Software Module
Subtask 3.4	Train COUNTY Users in Classification Application Software Module
Subtask 3.5	Provide T&M Implementation Support for Classification Application Software Module
Subtask 3.6	Maintain Production Use of Classification Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 3.1	Design Specifications and Prototype for the Classification Application Software Module
Deliverable 3.2	Constructed and Tested Classification Application Software Module
Deliverable 3.3	Successful User Acceptance Testing of Classification

Application Software Module
Deliverable 3.4 Trained COUNTY Users in Classification Application Software Module
Deliverable 3.5 Module Go-Live for Classification Application Software Module
Deliverable 3.6 Module Acceptance for Classification Application Software Module

TASK 4. CASE JACKET TRACKING APPLICATION SOFTWARE MODULE
Subtask 4.1 Design the Case Jacket Tracking Application Software Module
Subtask 4.2 Construct and Test Case Jacket Tracking Application Software Module
Subtask 4.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Jacket Tracking Application Software Module
Subtask 4.4 Train COUNTY Users in Case Jacket Tracking Application Software Module
Subtask 4.5 Provide T&M Implementation Support for Case Jacket Tracking Application Software Module
Subtask 4.6 Maintain Production Use of Case Jacket Tracking Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 4.1 Design Specifications and Prototype for the Case Jacket Tracking Application Software Module
Deliverable 4.2 Constructed and Tested Case Jacket Tracking Application Software Module
Deliverable 4.3 Successful User Acceptance Testing of Case Jacket Tracking Application Software Module
Deliverable 4.4 Trained COUNTY Users in Case Jacket Tracking Application Software Module
Deliverable 4.5 Module Go-Live for case Jacket Tracking Application Software Module
Deliverable 4.6 Module Acceptance for Case Jacket Tracking Application

TASK 5. PROPERTY TRACKING APPLICATION SOFTWARE MODULE
Subtask 5.1 Design the Property Tracking Application Software Module
Subtask 5.2 Construct and Test Property Tracking Application Software Module
Subtask 5.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Property Tracking Application Software Module
Subtask 5.4 Train COUNTY Users in Property Tracking Application Software Module
Subtask 5.5 Provide T&M Implementation Support for Property Tracking Application Software Module

Subtask 5.6 Maintain Production Use of Property Tracking Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 5.1 Design Specifications and Prototype for the Property Tracking Application Software Module
Deliverable 5.2 Constructed and Tested Property Tracking Application Software Module
Deliverable 5.3 Successful User Acceptance Testing of Property Tracking Application Software Module
Deliverable 5.4 Trained COUNTY Users in Property Tracking Application Software Module
Deliverable 5.5 Module Go-Live for Property Tracking Application Software Module
Deliverable 5.6 Module Acceptance for Property Tracking Application Software Module

TASK 6. AGENCY BILLING APPLICATION SOFTWARE MODULE
(This Module including Subtasks 6.2 through 6.7 and Deliverables 6.2 through 6.7 was deferred to Phase 2)
Subtask 6.1 Provide T&M Technical Assistance for Agency Billing Application Software Module
Subtask 6.2 Design the Agency Billing Application Software Module
Subtask 6.3 Construct and Test Agency Billing Application Software Module
Subtask 6.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Agency Billing Application Software Module
Subtask 6.5 Train COUNTY Users in Agency Billing Application Software Module
Subtask 6.6 Provide T&M Implementation Support for Agency Billing Application Software Module
Subtask 6.7 Maintain Production Use of Agency Billing Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 6.1 Technical Support for Agency Billing Application Software Module
Deliverable 6.2 Design Specifications and Prototype for the Agency Billing Application Software Module
Deliverable 6.3 Constructed and Tested Agency Billing Application Software Module
Deliverable 6.4 Successful User Acceptance Testing of Agency Billing Application Software Module
Deliverable 6.5 Trained COUNTY Users in Agency Billing Application Software Module
Deliverable 6.6 Module Go-Live for Agency Billing Application Software Module

Deliverable 6.7 Module Acceptance for Agency Billing Application Software Module

TASK 7 MEDICAL CO-PAY AND PAY-FOR-STAY T&M INTERFACES ***(The Pay-For-Stay Interface including Subtasks 7.4, 7.5, 7.6, Deliverables 7.4, 7.5, 7.6 and Pay-For-Stay components of Subtasks 7.7, 7.8, 7.9 and Deliverables 7.7, 7.8, 7.9 was deferred to Phase 2)***

Subtask 7.1 Design the Medical Co-Pay Interface
Subtask 7.2 Construct and Test the Medical Co-Pay Interface
Subtask 7.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Medical Co-Pay Interface
Subtask 7.4 Design the Pay-For-Stay Interface
Subtask 7.5 Construct and Test the Pay-For-Stay Interface
Subtask 7.6 Provide Support to COUNTY in Conduct of User Acceptance Testing of Pay-For-Stay Interface
Subtask 7.7 Train COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces
Subtask 7.8 Provide T&M Implementation Support for Medical Co-Pay and Pay-For-Stay T&M Interfaces
Subtask 7.9 Maintain Production Use of Medical Co-Pay and Pay-For-Stay T&M Interfaces for 30 Days with No Severity 1 or 2 Problems
Deliverable 7.1 Design Specifications for Medical Co-Pay Interface
Deliverable 7.2 Constructed and Tested Medical Co-Pay Interface
Deliverable 7.3 Successful User Acceptance Testing of Medical Co-Pay Interface
Deliverable 7.4 Design Specifications for Pay-For-Stay Interface
Deliverable 7.5 Constructed and Tested Pay-For-Stay Interface
Deliverable 7.6 Successful User Acceptance Testing of Pay-For-Stay Interface
Deliverable 7.7 Trained COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces
Deliverable 7.8 Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces
Deliverable 7.9 Final Acceptance for Medical Co-Pay and Pay-For-Stay T&M Interfaces

TASK 8 XML INTERFACE SOFTWARE MODULE AND CUSTOMIZED T&M INTERFACES

Subtask 8.1 Install and Configure XML Interface Software Module
Subtask 8.2 Maintain Production Use of XML Interface Software Module for 30 Days with No Severity 1 or 2 Problems
Subtask 8.3 Design Customized AJIS/RAJIS T&M Interfaces
Subtask 8.4 Construct and Test Customized AJIS/RAJIS T&M Interfaces
Subtask 8.5 Provide Support to COUNTY in Conduct of User Acceptance Testing of Customized AJIS/RAJIS T&M

Interfaces
Subtask 8.6 Train COUNTY Users in Customized AJIS/RAJIS T&M Interfaces
Subtask 8.7 Provide T&M Implementation Support for Customized AJIS/RAJIS T&M Interfaces
Subtask 8.8 Maintain Production Use of Customized AJIS/RAJIS T&M Interfaces for 30 Days with No Severity 1 or 2 Problems
Deliverable 8.1 Module Go-Live for XML Interface Software Module
Deliverable 8.2 Module Acceptance for XML Interface Software Module
Deliverable 8.3 Design Specifications for Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.4 Constructed and Tested Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.5 Successful User Acceptance Testing of Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.6 Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.7 Go-Live for Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.8 Acceptance of Customized AJIS/RAJIS T&M Interfaces

TASK 9 SYSTEM FINAL ACCEPTANCE
Subtask 9.1 Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems
Deliverable 9.1 System Final Acceptance

INTRODUCTION

Pursuant to the Prior Purchase Orders, the County of Los Angeles ("County") acquired the Baseline Software, certain Customizations to the Trust Accounting Module, and related services from Syscon Justice Systems, Ltd. ("Contractor"). This Exhibit B (Statement of Work) (this "Statement of Work") defines the scope of Work to be performed under this Agreement by and between County and Contractor for the customization and implementation of the Jail Information Management Information System ("JIMS") Phase 1 for the County of Los Angeles Sheriff's Department (the "Department"), including, but not limited to, (a) the design and construction of Customizations to the Baseline Software Modules (and resulting Application Software Modules) and of certain Interfaces, and (b) installation, testing, T&M Training, implementation, and T&M Implementation Support of the Application Software Modules and of certain Interfaces, in each case, as listed below. CONTRACTOR shall construct and install Application Software Modules and T&M Interfaces as indicated below:

1. Access to Inmate Information and Photo Identification
2. Classification ***(Deferred to Phase 2- later stage)***
3. Case Jacket Tracking
4. Property Tracking
5. Agency Billing ***(Deferred to Phase 2 – later stage)***
6. Medical Co-Pay and Pay-For-Stay ***(Pay-For-Stay only deferred to Phase 2 Stage 1)***
7. XML Interface Capability.

CONTRACTOR shall perform all Tasks and Subtasks, and provide all Deliverables as described herein. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise expressly specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

DEFINED TERMS

Capitalized terms used in this Statement of Work without definition shall have the meanings given to such terms in the body of the Agreement. The following definitions apply to terms with initial capital letters used in this Statement of Work and elsewhere in the Agreement that are not defined in the body of the Agreement.

"customize" or "Customization" or "customizing" shall mean, as the context requires, either (a) the tailoring of the Baseline Software consistent with the requirements in the RFD documents, which are the modifications and customizations to the Baseline Software referred to as "Customizations" in the body of the Agreement, or (b) the development of Interfaces consistent with the requirements in the RFD documents. If an RFD does not exist for a customized function or Interface, customization will be based upon requirements documentation provided by COUNTY.

"Prototype" shall mean a set of non-functional screenshots used to validate the user interface and the underlying system design of the Application Software before final construction.

"Contractor" has the meaning set forth in the introduction hereto.

"County" has the meaning set forth in the introduction hereto.

"JIMS" has the meaning set forth in the introduction hereto.

"Department" has the meaning set forth in the introduction hereto.

"PCD" has the meaning set forth in Task 1.

"Problems" has the meaning set forth on Subtask 2.9.

"RFD document" refers to the Requirement Functional Definitions documents in final executed form. Appendix II hereto lists by date and title each RFD referenced in this Statement of Work.

"Severity" has the meaning set forth in the Appendix I.

"Statement of Work" has the meaning set forth in the introduction hereto.

"T&M" refers to billing on a time and material basis.

COUNTY software standards are as follows:

MS Word - Word Processing
Excel – Spreadsheet
Microsoft Project - Project Management, Work Plans

TASK 1 PROJECT PLANNING AND PROJECT MANAGEMENT

CONTRACTOR shall develop a project control document (hereafter "PCD") that shall include, without limitation, a detailed work plan, work breakdown structure, milestone chart, risk management plan, Gantt chart and the project organization. Additionally, CONTRACTOR shall review the communication process which shall include, without limitation, monthly Project Status Reports.

Subtask 1.1 Prepare Project Control Document

CONTRACTOR shall prepare a PCD that includes, without limitation, the following:

(a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort.

(b) Confirmation and documentation of project scope, phasing, and automation objectives

(c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask

(d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules

(e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members,

(f) Identification of project risks and mechanisms to handle these risks in a risk management plan.

CONTRACTOR shall develop the PCD consistent with this Statement of Work. CONTRACTOR shall specifically address in the PCD each Task and Subtask to be performed. The order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the Deliverables shall be apparent in the PCD. CONTRACTOR must formally present the PCD for written approval of the JIMS Project Steering Committee, which may be granted or withheld in its sole discretion. Any subsequent significant modifications in scope, cost or schedule to the PCD shall require the written approval of the JIMS Project Steering Committee using the Change Order process set forth in Paragraph 7 (Change Orders and

Amendments) of the body of the Agreement, which may be granted or withheld in its sole discretion. County Project Director's execution of the Task/Deliverable Acceptance Certificate associated with the initial approval of the PCD and County Project Director's or County Steering Committee Chair's execution of any subsequent Change Order associated with significant modification to the PCD shall not be provided unless and until the JIMS Project Steering Committee has provided its approval of the PCD or any subsequent significant modification thereto, as applicable. Any subsequent modifications to the PCD which are not significant (scope, cost schedule) shall require the written approval of County Project Director, which may be granted or withheld in County Project Director's sole discretion, in accordance with the Change Order process set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement. The determination of whether a subsequent modification is significant and requires the written approval of the JIMS Project Steering Committee or is not significant and requires only the written approval of County Project Director shall be made by County Project Director in County Project Director's sole judgment.

Subtask 1.2 Perform Project Administration

CONTRACTOR shall be required to manage project activities and resources and track project status. This Subtask shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and System Software Change Order processes set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement . CONTRACTOR shall report project status on a regular basis through a Project Status Report containing all of the items set forth in Deliverable 1.2. Project Status Reports shall include, without limitation, approved updates to the PCD. CONTRACTOR Project Manager or designate shall participate in regular weekly project status meetings, including, as required, JIMS Project Steering Committee and its Technical Subcommittee and User Subcommittee meetings.

As part of project management, CONTRACTOR shall ensure that COUNTY can realize the maximum benefit from System Software provided by CONTRACTOR through a proactive review of the project's progress and the quality of all deliverables. Through this on-going quality assurance process, CONTRACTOR shall identify project risks and identify COUNTY's assessment of project progress . The Project Status Reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report all project risks and problems identified as part of the quality assurance process.

Deliverable 1.1 Project Control Document

The PCD shall include, without limitation, the following components:

(a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort

(b) Confirmation and documentation of project scope, phasing, and automation objectives;

(c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask;

(d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules;

(e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members; and

(f) Identification of project risks and how to address these risks.

Deliverable 1.2 Project Status Reports

CONTRACTOR shall prepare and present to the County Project Director and County Project Manager, at a minimum monthly or as agreed upon or as specified in the PCD, a written Project Status Report to report project progress, plans, and outstanding issues. The Project Status Report shall include, without limitation, the following:

(a) the period covered by the report;
(b) project progress and plans;
(c) Problem or other issue tracking (including, without limitation, Problems or other issues resolved and Problems or other issues to be resolved) and Change Order process;
(d) project schedule (including, without limitation, Work scheduled for completion which was completed and Work scheduled for completion which was not completed);
(e) project work area and education facility;
(f) readiness assessments;
(g) updates to the PCD;

(h) project risks identified through quality assurance process;
(i) any other information that County may from time to time reasonably require.

TASK2 **WEB-BASED ACCESS TO INMATE INFORMATION MODULE**

This Task consists of a series of new and enhanced queries and reports, as described in the Inmate Inventory and Housing Location Inquiry RFD, General Inmate Inquiry RFD, and Special Modules RFD. These include: (a) a comprehensive web-based query with drill-down capabilities that will be used in place of several existing AJIS queries that are limited and difficult to use, (b) a specialized query of inmates profile based upon location parameters, (c) inmate inventory for a housing unit, (d) enhancements to existing queries, and (e) label generation and reports for staff ID, booking, case jackets, property, and wristbands. The web queries, accessed through the Department's intranet capability, will be based upon an Interface with RAJIS for inmate data and LACRIS for inmate photos. Included in this Deliverable are design Specifications, construction of customized queries, system testing, delivery of customized software ready for user acceptance testing, training, and implementation.

Subtask 2.1 **Modify Existing Query Screens to Display Booking Number.**

CONTRACTOR shall customize three existing query screens to display the inmate's booking number, consistent with requirements as specified in the TAG Identifiers RFD. These screens are OIDADMIS, OSIHRSUM, and OUMBADMI. The screens will be re-designed, modified, tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 2.2 **Modify Inmate Profile Query to Drill Down to Lowest Housing Unit.**

CONTRACTOR shall customize the inmate profile query to provide the capability for the user to drill down to the lowest housing unit, consistent with requirements as specified in the Miscellaneous RFD. The query will be re-designed, modified, tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 2.3 **Design the Inmate Inventory and Housing History Queries.**

CONTRACTOR shall design an inmate inventory query and a housing history query based upon housing unit parameters. These queries will be designed consistent with requirements as specified in the Inmate Inventory and House Location Inquiry RFD. The queries will be documented in design Specifications and presented to COUNTY as a Prototype.

Subtask 2.4 **Design a General Portal Query with Drill Down Capability.**

CONTRACTOR shall design a general portal query with drill down capability. These queries will be designed consistent with requirements as specified in the General Inmate Inquiry RFD. The queries will be documented in design Specifications and presented to COUNTY as a Prototype.

Subtask 2.5 **Design Label Generation and Related Reports for Non-financial Components.**

CONTRACTOR shall design label generation and related report generation for booking, case jackets, property, and wristbands. This label generation capability will be designed consistent with requirements as specified in various RFDs listed on Appendix II hereto (as such RFDs relate to triggers) and the Special Modules RFD (as such RFD relates to label/report specifications). The label generation capability will be documented in design Specifications and presented to COUNTY as a Prototype.

Subtask 2.6 **Construct and Test the Inmate Inventory and Housing History Queries**

CONTRACTOR shall construct and test an inmate inventory query and a housing history query based upon housing unit parameters. These queries will be constructed consistent with the design Specifications generated in Subtask 2.3. These newly constructed queries will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 2.7 **Construct and Test a General Portal Query with Drill Down Capability**

CONTRACTOR shall construct and test a general portal query with drill down capability. This query capability will be constructed consistent with the design Specifications generated in Subtask 2.4. This newly constructed query capability will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 2.8 **Construct and Test Label Generation and Related Reports for Non-financial Components**

CONTRACTOR shall construct and test label generation and related reports. This label generation capability will be constructed consistent with the design Specifications generated in Subtask 2.5. This newly constructed label generation capability will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 2.9 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Inmate Inventory and Housing History Queries**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document test results including, but not limited to, bugs, Deficiencies, functionality issues, and other System problems (hereinafter collectively referred to as "Problems") discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to

approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these queries. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until these queries have been successfully user acceptance tested.

Subtask 2.10 **Provide Support to COUNTY in Conduct of User Acceptance Testing of a General Portal Query with Drill Down Capability**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this query capability. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this query capability has been successfully user acceptance tested.

Subtask 2.11 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Label Generation and Related Reports for Non-financial Components**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include

defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this label generation capability. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this label generation capability has been successfully user acceptance tested.

Subtask 2.12 **Train COUNTY Users in Query Access to Inmate Information**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Inmate Information Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Inmate Information Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 2.13 **Provide T&M Implementation Support for Inmate Information Module**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Inmate Information Module. This support will ensure that user interaction with the Inmate Information Module is fully integrated into COUNTY business processes. It will also include assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Inmate Information Module in the production environment.

Subtask 2.14 **Maintain Production Use of Inmate Information Module for 30 Days with No Severity 1 or 2 Problems**

The Inmate Information Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 2.13 (Module Go-Live for Inmate Information Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 2.1 **Modified Query Screens Displaying Booking Number.**

CONTRACTOR shall deliver to COUNTY a customized version of three existing query screens to display the inmate's booking number, consistent with requirements as specified in the TAG Identifiers RFD . These screens are OIDADMIS, OSIHRSUM, and OUMBADMI.

Deliverable 2.2 **Modified Inmate Profile Query to Drill Down to Lowest Housing Unit.**

CONTRACTOR shall deliver to COUNTY a customized version of inmate profile query to provide the capability for the user to drill down to the lowest housing unit, consistent with requirements as specified in the Miscellaneous RFD.

Deliverable 2.3 **Design Specifications and Prototype for the Inmate Inventory and Housing History Queries**

CONTRACTOR shall deliver design Specifications and Prototype of an inmate inventory query and a housing history query based upon housing unit parameters. These Specifications and Prototype

shall be consistent with requirements as specified in the Inmate Inventory and Housing Location Inquiry RFD .

Deliverable 2.4 **Design Specifications and Prototype for a General Portal Query with Drill Down Capability**

CONTRACTOR shall deliver design Specifications and Prototype for a general portal query with drill down capability. These Specifications and Prototype shall be consistent with requirements as specified in the General Inmate Inquiry RFD.

Deliverable 2.5 **Design Specifications and Prototype for Label Generation and Related Reports for Non-financial Components**

CONTRACTOR shall deliver design Specifications and Prototype for label generation and related reports for non-financial components. These Specifications and Prototype shall be consistent with requirements as specified in various RFDs listed on Appendix II hereto (as such RFDs relate to triggers) and the Special Modules RFD (as such RFD relates to label/report specifications), .

Deliverable 2.6 **Constructed and Tested Inmate Inventory and Housing History Queries**

CONTRACTOR shall deliver an inmate inventory query and a housing history query based upon housing unit parameters. These queries shall be constructed consistent with the design Specifications generated as part of Deliverable 2.3. These newly constructed queries shall be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 2.7 **Constructed and Tested General Portal Query with Drill Down Capability**

CONTRACTOR shall deliver a general portal query with drill down capability. This query capability shall be constructed consistent with the design Specifications generated as part of Deliverable 2.4. This query capability shall be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 2.8 **Constructed and Tested Label Generation and Related Reports for Non-financial Components**

CONTRACTOR shall deliver a label generation and related reports for non-financial components. This label generation capability shall be constructed consistent with the design Specifications generated as part of Deliverable 2.5. This label generation capability shall be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 2.9 **Successful User Acceptance Testing of Inmate Inventory and Housing History Queries**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these queries.

Deliverable 2.10 **Successful User Acceptance Testing of General Portal Query with Drill Down Capability**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these queries.

Deliverable 2.11 **Successful User Acceptance Testing of Label Generation and Related Reports for Non-financial Components**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these queries.

Deliverable 2.12 **Trained COUNTY Users in Query Access to Inmate Information**

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Inmate Information Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Inmate Information Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 2.13 **Module Go-Live for Inmate Information Module**

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Inmate Information Module. This support will ensure that user interaction with the Inmate Information Module is fully integrated into the COUNTY business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Inmate Information Module in the production environment.

Deliverable 2.14 **Module Acceptance for Inmate Information Module**

The Inmate Information Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 2.13 (Module Go-Live for Inmate Information Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 3 CLASSIFICATION APPLICATION SOFTWARE MODULE

This Task is the development of a Classification Application Software Module that provides objective inmate classification and also captures screening data, as currently accomplished by the JICS system. However, upon completion of this Task, classification will be accomplished as an integrated component of JIMS. Concurrent with this conversion from the existing system to JIMS, improved navigation and ease of use features will be incorporated in the application. This Task includes design Specifications, construction of a Classification Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational

Classification Application Software Module.
This Task, with the exception of Subtask 3.1 and Deliverable 3.1, has been deferred to Phase 2.

Subtask 3.1 **Design the Classification Application Software Module.**

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Classification RFD. A Prototype will be constructed to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 3.2 **Construct and Test Classification Application Software Module.**

CONTRACTOR shall construct and test the Classification Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 3.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 3.3 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Classification Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's

Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Classification Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 3.4 **Train COUNTY Users in Classification Application Software Module.**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Classification Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Classification Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 3.5 **Provide T&M Implementation Support for Classification Application Software Module.**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Classification Application Software Module. This support will ensure that user interaction with the Classification Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Classification Application Software Module in the production environment.

Subtask 3.6 **Maintain Production Use of Classification Application Software Module 30 Days with No Severity 1 or 2 Problems**

The Classification Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 3.5 (Module Go-Live for Classification

Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 3.1 **Design Specifications and Prototype for the Classification Application Software Module.**

CONTRACTOR shall deliver system design Specifications for the Classification Application Software Module. These Specifications and Prototype shall be consistent with requirements as specified in the Classification RFD. CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure user that the user interface design meets user requirements.

Deliverable 3.2 **Constructed and Tested Classification Application Software Module.**

CONTRACTOR shall deliver to COUNTY a constructed and tested Classification Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 3.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 3.3 **Successful User Acceptance Testing of Classification Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 3.4 **Trained COUNTY Users in Classification Application Software Module.**

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Classification Application Software Module. The training materials and classes shall give COUNTY

staff comprehensive instruction in the use of the Classification Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 3.5 **Module Go-Live for Classification Application Software Module.**

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Classification Application Software Module. This support will ensure that user interaction with the Classification Application Software Module is fully integrated into the business processes of Custody. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Classification Application Software Module in the production environment.

Deliverable 3.6 **Module Acceptance for Classification Application Software Module.**

The Classification Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 3.5 (Module Go-Live for Classification Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 4 CASE JACKET TRACKING APPLICATION SOFTWARE MODULE

This Task consists of software Customization to support the tracking of the physical location of inmate's case jackets. It both enhances and replaces the functionality of the current AIMS system. The generation of bar code labels in support of this Module will be accomplished as part of Task 2. This Task includes design Specifications, construction of a Case Jacket Tracking Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Case Jacket Tracking Application Software Module.

Subtask 4.1 **Design the Case Jacket Tracking Application Software Module.**

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Case Jacket Tracking RFD. A Prototype will be constructed to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 4.2 **Construct and Test Case Jacket Tracking Application Software Module.**

CONTRACTOR shall construct and test the Case Jacket Tracking Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 4.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 4.3 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Jacket Tracking Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to

approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. . In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Case Jacket Tracking Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 4.4 **Train COUNTY Users in Case Jacket Tracking Application Software Module.**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Jacket Tracking Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Jacket Tracking Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 4.5 **Provide T&M Implementation Support for Case Jacket Tracking Application Software Module.**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Case Jacket Tracking Application Software Module. This support will ensure that user interaction with the Case Jacket Tracking Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Case Jacket Tracking Application Software Module in the production environment.

Subtask 4.6 **Maintain Production Use of Case Jacket Tracking Application Software Module 30 Days with No Severity 1 or 2 Problems**

The Case Jacket Tracking Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 4.5 (Module Go-Live for Case Jacket Tracking Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 4.1 **Design Specifications and Prototype for the Case Jacket Tracking Application Software Module.**

CONTRACTOR shall deliver system design Specifications for the Case Jacket Tracking Application Software Module. These Specifications and Prototype shall be consistent with requirements as specified in the Case Jacket Tracking RFD. CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure user that the user interface design meets user requirements.

Deliverable 4.2 **Constructed and Tested Case Jacket Tracking Application Software Module.**

CONTRACTOR shall deliver to COUNTY a constructed and tested Case Jacket Tracking Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 4.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 4.3 **Successful User Acceptance Testing of Case Jacket Tracking Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 4.4 **Trained COUNTY Users in Case Jacket Tracking Application Software Module.**

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Jacket Tracking Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Jacket Tracking Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 4.5 **Module Go-Live for Case Jacket Tracking Application Software Module.**

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Case Jacket Tracking Application Software Module. This support will ensure that user interaction with the Case Jacket Tracking Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Case Jacket Tracking Application Software Module in the production environment.

Deliverable 4.6 **Module Acceptance for Case Jacket Tracking Application Software Module.**

The Case Jacket Tracking Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 4.5 (Module Go-Live for Case Jacket Tracking Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 5 PROPERTY TRACKING APPLICATION SOFTWARE MODULE

This Task consists of software customization to support the tracking of the physical location of inmate's property. It both enhances and replaces the functionality of the current AIMS system. The generation of bar code labels in support of this Module will be accomplished as part of Task 2. This Task includes design Specifications, construction of a Property Tracking Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Property Tracking Application Software Module.

Subtask 5.1 **Design the Property Tracking Application Software Module.**

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Property Enhancements RFD. A Prototype will be constructed to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 5.2 **Construct and Test Property Tracking Application Software Module.**

CONTRACTOR shall construct and test the Property Tracking Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 5.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 5.3 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Property Tracking Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Property Tracking Application Software Module. Following resolution action by

CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 5.4 **Train COUNTY Users in Property Tracking Application Software Module.**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Property Tracking Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Property Tracking Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 5.5 **Provide T&M Implementation Support for Property Tracking Application Software Module.**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Property Tracking Application Software Module. This support will ensure that user interaction with the Property Tracking Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Property Tracking Application Software Module in the production environment.

Subtask 5.6 **Maintain Production Use of Property Tracking Application Software Module 30 Days with No Severity 1 or 2 Problems**

The Property Tracking Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 5.5 (Module Go-Live for Property Tracking Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 5.1 **Design Specifications and Prototype for the Property Tracking Application Software Module.**

CONTRACTOR shall deliver system design Specifications for the Property Tracking Application Software Module. These Specifications and Prototype shall be consistent with requirements as specified in the

Property Enhancements RFD . CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure user that the design meets user requirements.

Deliverable 5.2 **Constructed and Tested Property Tracking Application Software Module.**

CONTRACTOR shall deliver to COUNTY a constructed and tested Property Tracking Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 5.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 5.3 **Successful User Acceptance Testing of Property Tracking Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these queries.

Deliverable 5.4 **Trained COUNTY Users in Property Tracking Application Software Module.**

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Property Tracking Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Property Tracking Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 5.5 **Module Go-Live for Property Tracking Application Software Module.**

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Property Tracking Application Software Module. This support will ensure that user interaction with the Property Tracking Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk

for support of the Property Tracking Application Software Module in the production environment.

Deliverable 5.6 **Module Acceptance for Property Tracking Application Software Module.**

The Property Tracking Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 5.5 (Module Go-Live for Property Tracking Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 6 AGENCY BILLING APPLICATION SOFTWARE MODULE

This Task consists of software customization to support the billing of local, state, and federal agencies for custody services provided. It both enhances and replaces the functionality of the current billing system and associated manual processes. Requirements analysis for this Module will be conducted by COUNTY, and result in an Agency Billing RFD document (the "Agency Billing RFD") that will be reviewed and revised with CONTRACTOR until mutually agreed upon. This Task includes design Specifications, construction of an Agency Billing Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Agency Billing Application Software Module. ***This Task, with the exception of Subtask 6.1 and Deliverable 6.1, has been deferred to Phase 2.***

Subtask 6.1 **Provide T&M Technical Assistance for Agency Billing Application Software Module**

CONTRACTOR shall provide T&M Technical Assistance in support of the analysis of requirements and gap analysis for the Agency Billing Application Software Module. The T&M Technical Assistance shall be delivered on-site for a number of days requested by COUNTY up to a maximum of 10 days and shall include a review of the built-in features and configuration capabilities of the Baseline Software for the Agency Billing Application Software Module. It will also include technical assistance in the assessment of the gaps in the functionality of this

Baseline Software when compared to the COUNTY's business requirements. This task will support the development of a cost-effective approach to the design and construction of the Agency Billing Application Software Module.

Subtask 6.2 **Design the Agency Billing Application Software Module.**

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Agency Billing RFD A Prototype will be constructed to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 6.3 **Construct and Test Agency Billing Application Software Module.**

CONTRACTOR shall construct and test the Agency Billing Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 6.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 6.4 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Agency Billing Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In

addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Agency Billing Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 6.5 **Train COUNTY Users in Agency Billing Application Software Module.**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Agency Billing Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Agency Billing Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 6.6 **Provide T&M Implementation Support for Agency Billing Application Software Module.**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Agency Billing Application Software Module. This support will ensure that user interaction with the Agency Billing Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Agency Billing Application Software Module in the production environment.

Subtask 6.7 **Maintain Production Use of Agency Billing Application Software Module 30 Days with No Severity 1 or 2 Problems**

The Agency Billing Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 6.5 (Module Go-Live for Agency Billing Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 6.1 **Technical Support for Agency Billing Application Software Module**

CONTRACTOR shall deliver T&M Technical Assistance to COUNTY in support of requirements analysis and gap analysis for the Agency Billing Application Software Module. This on-site T&M Technical Assistance shall include a review of built-in features and configuration capabilities of the Baseline Software. It shall also include assistance in the assessment of gaps in the functionality of the Baseline Software when compared to the COUNTY's business requirements.

Deliverable 6.2 **Design Specifications and Prototype for the Agency Billing Application Software Module.**

CONTRACTOR shall deliver system design Specifications for the Agency Billing Application Software Module. These Specifications and Prototype shall be consistent with requirements as specified in the Agency Billing RFD. CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure that the design meets user interface requirements.

Deliverable 6.3 **Constructed and Tested Agency Billing Application Software Module.**

CONTRACTOR shall deliver to COUNTY a constructed and tested Agency Billing Applications Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 6.1). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 6.4 **Successful User Acceptance Testing of Agency Billing Application Software Module.**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 6.5 **Trained COUNTY Users in Agency Billing Application Software Module.**

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Agency Billing Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Agency Billing Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 6.6 **Module Go-Live for Agency Billing Application Software Module.**

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Agency Billing Application Software Module. This support will ensure that user interaction with the Agency Billing Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Agency Billing Application Software Module in the production environment.

Deliverable 6.7 **Module Acceptance for Agency Billing Application Software Module.**

The Agency Billing Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 6.5 (Module Go-Live for Agency Billing Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 7 MEDICAL CO-PAY AND PAY-FOR-STAY T&M INTERFACES

This Task consists of T&M Interfaces to: (a) accept and post medical co-payments received from County's Jail Health Information Systems data emitted for inmate medical services, and (b) generate and post charges for stay for qualified inmates based upon established criteria and the AJIS Interface data. Requirements analysis for these T&M Interfaces will be

conducted by COUNTY, and result in a Medical Co-Pay and Pay-for-Stay RFD document (the "Medical Co-Pay and Pay-for-Stay RFD"), which will be reviewed and revised with CONTRACTOR until mutually agreed upon. This Task includes design Specifications, construction of T&M Interfaces, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in fully operational medical co-pay and pay-for-stay T&M Interfaces.

The Pay-for-Stay components of this Task have been deferred to Phase 2 Stage 1 including Subtasks 7.4, 7.5, 7.6 and the Pay-for-Stay components of Subtasks 7.7, 7.8, and 7.9. The related Pay-for-Stay Deliverables have also been deferred to Phase 2 Stage 1.

Subtask 7.1 Design the Medical Co-Pay Interface.

CONTRACTOR shall design this Interface and prepare system design Specifications. This design will be consistent with requirements documented in the Medical Co-Pay and Pay-for-Stay RFD.

Subtask 7.2 Construct and test the Medical Co-Pay Interface.

CONTRACTOR shall construct and test the medical co-pay Interface. This Interface will be constructed as designed in the system design Specifications. Subsequently, this Interface will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 7.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Medical Co-Pay Interface.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the medical co-pay Interface. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 7.4 Design the Pay-For-Stay Interface.

CONTRACTOR shall design this Interface and prepare system design Specifications. This design will be consistent with requirements documented in the Medical Co-Pay and Pay-for-Stay RFD.

Subtask 7.5 Construct and Test the Pay-For-Stay Interface.

CONTRACTOR shall construct and test the pay-for-stay Interface. This Interface will be constructed as designed in the system design Specifications. Subsequently, this Interface will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Subtask 7.6 Provide Support to COUNTY in Conduct of User Acceptance Testing of Pay-For-Stay Interface.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the pay-for-stay Interface. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 7.7 Train COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Medical Co-Pay and Pay-For-Stay T&M Interfaces. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Medical Co-Pay and Pay-For-Stay T&M Interfaces. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 7.8 Provide T&M Implementation Support for Medical Co-Pay and Pay-For-Stay T&M Interfaces.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Medical Co-Pay and Pay-For-Stay T&M Interfaces. This support will ensure that user interaction with the Medical Co-Pay and Pay-For-Stay T&M Interfaces is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Medical Co-Pay and Pay-For-Stay T&M Interfaces in the production environment.

Subtask 7.9 Maintain Production Use of Medical Co-Pay and Pay-For-Stay T&M Interfaces 30 Days with No Severity 1 or 2 Problesm.

The Medical Co-Pay and Pay-For-Stay T&M Interfaces shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty

(30) consecutive days following COUNTY's written approval of Deliverable 7.8 (Module Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 7.1 Design Specifications for Medical Co-Pay Interface.

CONTRACTOR shall deliver system design Specifications for the medical co-pay Interface.

Deliverable 7.2 Constructed and Tested Medical Co-Pay Interface.

The Interface will be constructed as designed in the approved system design Specifications. This Interface will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 7.3 Successful User Acceptance Testing of Medical Co-Pay Interface.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Interfaces.

Deliverable 7.4 Design Specifications for Pay-For-Stay Interface.

CONTRACTOR shall deliver system design Specifications for the pay-for-stay Interface.

Deliverable 7.5 Constructed and Tested Medical Pay-For-Stay Interface.

The Interface will be constructed as designed in the approved system design Specifications. This Interface will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 7.6 Successful User Acceptance Testing of Pay-For-Stay Interface.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Interfaces.

Deliverable 7.7 Trained COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Medical Co-Pay and Pay-For-Stay T&M Interfaces. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Medical Co-Pay and Pay-For-Stay T&M Interfaces. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 7.8 Module Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces (Co-Pay and Pay-for-Stay Module).

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Medical Co-Pay and Pay-For-Stay T&M Interfaces. This support will ensure that user interaction with the Medical Co-Pay and Pay-For-Stay T&M Interfaces is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Medical Co-Pay and Pay-For-Stay T&M Interfaces in the production environment.

Deliverable 7.9 Module Acceptance for Medical Co-Pay and Pay-For-Stay T&M Interfaces (Co-Pay and Pay-for-Stay Module).

The Medical Co-Pay and Pay-For-Stay T&M Interfaces shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 7.8 (Module Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 8 XML INTERFACE SOFTWARE MODULE AND CUSTOMIZED T&M INTERFACES

This Task will ensure that all AJIS/RAJIS data can be imported into JIMS and JIMS data exported to other systems using national XML standards for criminal justice data exchange. This capability will facilitate meeting Interface requirements for the current phase and future phases of JIMS as well as provide a cost-effective and standards-based approach to data exchange with other justice agencies. This Task consists of the installation and configuration of the XML Software Interface Module, including 6 standardized routines for posting data to the JIMS database using the XML Interface. It also includes design Specifications, construction, system testing, documentation and delivery to COUNTY of customized T&M Interfaces using the XML Interface Software Module.

Subtask 8.1 Install and Configure XML Interface Software Module

CONTRACTOR shall install and configure the XML Interface Software Module at COUNTY's designated data center. CONTRACTOR shall provide technical documentation for the Interface software and associated routines for posting transactions to the JIMS database. CONTRACTOR shall certify in writing that the XML Interface Software Module, including associated routines for posting to the database, has been installed and is operational.

Subtask 8.2 Maintain Production Use of XML Interface Software Module for 30 Days with No Severity 1 or 2 Problems

The XML Interface Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 8.1 (Module Go-Live for XML Interface Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 8.3 Design Customized AJIS/RAJIS T&M Interfaces

CONTRACTOR shall design these Interfaces and prepare system design Specifications. This design will be consistent with requirements documented and provided by COUNTY.

Subtask 8.4 **Construct and Test Customized AJIS/RAJIS T&M Interfaces**

CONTRACTOR shall construct and test customized T&M Interfaces from AJIS/RAJIS to JIMS using the XML Interface Software Module based upon COUNTY requirements. These customized T&M Interfaces shall be fully tested, documented, and delivered to COUNTY ready for acceptance testing.

Subtask 8.5 **Provide Support to COUNTY in Conduct of User Acceptance Testing of Customized AJIS/RAJIS T&M Interfaces**

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits.. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the customized T&M Interfaces. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until these T&M Interfaces have been successfully user acceptance tested.

Subtask 8.6 **Train COUNTY Users in Customized AJIS/RAJIS T&M Interfaces**

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the customized T&M Interfaces. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the customized T&M Interfaces. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 8.7 **Provide T&M Implementation Support for Customized AJIS/RAJIS T&M Interfaces**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the customized T&M Interfaces. This support will ensure that user interaction with the customized T&M Interfaces is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the customized T&M Interfaces in the production environment.

Subtask 8.8 **Maintain Production Use of Customized AJIS/RAJIS T&M Interfaces for 30 Days with No Severity 1 or 2 Problems**

The customized T&M Interfaces shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 8.7 (Go-Live for Customized AJIS/RAJIS T&M Interfaces) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 8.1 **Module Go-Live for XML Interface Software Module**

CONTRACTOR shall install and configure the XML Interface Software Module and make it fully operational. CONTRACTOR shall provide written certification of full production use of the XML software and provide associated technical documentation.

Deliverable 8.2 **Module Acceptance for XML Interface Software Module**

The XML Interface Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 8.1 (Module Go-Live for XML Interface Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 8.3 Design Specifications for Customized AJIS/RAJIS T&M Interfaces

CONTRACTOR shall deliver system design Specifications for the customized T&M Interfaces.

Deliverable 8.4 Constructed and Tested Customized AJIS/RAJIS T&M Interfaces

The Interface will be constructed as designed in the approved system design Specifications. This Interface will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing.

Deliverable 8.5 Successful User Acceptance Testing of Customized AJIS/RAJIS T&M Interfaces

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts prepared by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Interfaces.

Deliverable 8.6 Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the customized T&M Interfaces. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the customized T&M Interfaces. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 8.7 Go-Live for Customized AJIS/RAJIS T&M Interfaces

CONTRACTOR shall deliver technical assistance in support of system cutover and transition to production use of the customized T&M Interfaces. This support will ensure that user interaction with the customized T&M Interfaces is fully integrated into COUNTY's business processes. It will also include assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the customized T&M Interfaces in the production environment.

Deliverable 8.8 Acceptance of Customized AJIS/RAJIS T&M Interfaces

The customized T&M Interfaces shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 8.7 (Go-Live for Customized AJIS/RAJIS T&M Interfaces) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 9 SYSTEM FINAL ACCEPTANCE

This Task consists of final acceptance of System Software following Contractor's achievement of, and County's written approval of the Work associated with System Go-Live pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 9.1 Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following System Go-Live pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 9.1 System Final Acceptance

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following County's written approval of the Work associated with System Go-Live pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Appendix I: Severity Level Definition

Severity 1 (Critical) Severe with no workaround

The defect is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.

Severity 2 (Severe) Severe with workaround

Defects make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.

Severity 3 (Minor)

The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.

Severity 4 (Cosmetic)

This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

Appendix II: Requirement Functional Definition Documents

1. TAG Identifiers RFD document, dated October 22, 2003("TAG Identifiers RFD");
2. Miscellaneous RFD document, dated October 22, 2003 ("Miscellaneous RFD");
3. Inmate Inventory and House Location Inquiry RFD document, dated October 22, 2003 ("Inmate Inventory and House Location Inquiry RFD");
4. General Inmate Inquiry RFD document, dated October 22, 2003 ("General Inmate Inquiry RFD");
5. Special Modules RFD document, dated October 22, 2003 ("Special Modules RFD");
6. Classification RFD document, dated November 4, 2003 ("Classification RFD");
7. Case Jacket Tracking RFD document, dated October 22, 2003 ("Case Jacket Tracking RFD"); and
8. Property Enhancements RFD document, dated October 22, 2003 ("Property Enhancements RFD").

EXHIBIT B
ATTACHMENT B-2

[Added under Amendment No. 2]

STATEMENT OF WORK

JAIL INFORMATION MANAGEMENT SYSTEM (JIMS)

PHASE 2 STAGE 1

TABLE OF CONTENTS

INTRODUCTION

TASK 10 PROJECT PLANNING AND PROJECT MANAGEMENT

Subtask 10.1	Update Project Control Document
Subtask 10.2	Perform Project Administration
Deliverable 10.1	Project Control Document
Deliverable 10.2	Project Status Reports

TASK 11. COMPREHENSIVE TITLE 15 APPLICATION SOFTWARE MODULE

Subtask 11.1	Confirm Requirements for the Title 15 Application Software Module
Subtask 11.2	Design the Title 15 Application Software Module
Subtask 11.3	Construct and Test the Title 15 Application Software Module
Subtask 11.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Title 15 Application Software Module
Subtask 11.5	Train COUNTY Users in Title 15 Application Software Module
Subtask 11.6	Provide T&M Implementation Support for Title 15 Application Software Module
Subtask 11.7	Maintain Production Use of Title 15 Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 11.1	Requirements Confirmation Report
Deliverable 11.2	Design Specifications and Prototype for the Title 15 Application Software Module
Deliverable 11.3	Construct and Test Title 15 Application Software Module
Deliverable 11.4	Successful User Acceptance Testing of Title 15 Application Software Module
Deliverable 11.5	Train COUNTY Users in Title 15 Application Software Module
Deliverable 11.6	Module Go-Live for Title 15 Application Software Module
Deliverable 11.7	Module Acceptance for Title 15 Application Software Module

TASK 12 PAY-FOR-STAY INTERFACE

Subtask 12.1	Confirm Requirements for the Pay-For-Stay Interface
Subtask 12.2	Design the Pay-For-Stay Interface
Subtask 12.3	Construct and Test the Pay-For-Stay Interface
Subtask 12.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Pay-For-Stay Interface.
Subtask 12.5	Train COUNTY Users in Pay-For-Stay Interface
Subtask 12.6	Provide T&M Implementation Support for Pay-For-Stay Interface
Subtask 12.7	Maintain Production Use of Pay-For-Stay Interface for 30 Days with No Severity 1 or 2 Problems
Deliverable 12.1	Requirements Confirmation Report
Deliverable 12.2	Design Specifications for Pay-For-Stay Interface
Deliverable 12.3	Construct and Test Pay-For-Stay Interface
Deliverable 12.4	Successful User Acceptance Testing of Pay-For-Stay Interface
Deliverable 12.5	Train COUNTY Users in Pay-For-Stay Interface
Deliverable 12.6	Go-Live for Pay-For-Stay Interface
Deliverable 12.7	Final Acceptance for Pay-For-Stay Interface

TASK 13. FIT-GAP ANALYSIS FOR CONSOLIDATED BOOKING APPLICATION SOFTWARE MODULE

Subtask 13.1	Perform Fit-Gap Analysis for the Consolidated Booking Application Software Module
Subtask 13.2	Prepare a Final Fit-Gap Analysis Report for the Consolidated Booking Application Software Module
Deliverable 13.1	Preliminary Fit-Gap Analysis Report for Consolidated Booking Application Software Module
Deliverable 13.2	Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module

TASK 14. FIT-GAP ANALYSIS FOR LEGAL CASES AND DOCUMENTS APPLICATION SOFTWARE MODULE

Subtask 14.1	Perform Fit-Gap Analysis for the Legal Cases and Documents Application Software Module
Subtask 14.2	Prepare a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application
Deliverable 14.1	Preliminary Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

Deliverable 14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

TASK 15. VISITS MANAGEMENT APPLICATION SOFTWARE MODULE

Subtask 15.1 Confirm Requirements for the Visits Management Application Software Module
Subtask 15.2 Design the Visits Managment Application Software Module
Subtask 15.3 Construct and Test Visits Management Application Software Module
Subtask 15.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Visits Management Application Software Module
Subtask 15.5 Train COUNTY Users in Visits Management Application Software Module
Subtask 15.6 Provide T&M Implementation Support for Visits Management Application Software Module
Subtask 15.7 Maintain Production Use of Visits Management Application Software Module 30 Days with No Severity 1 or 2 Problems
Deliverable 15.1 Requirements Confirmation Report.
Deliverable 15.2 Design Specifications for the Visits Management Application Software Module
Deliverable 15.3 Constructed and Tested Visits Management Application Software Module.
Deliverable 15.4 Successful User Acceptance Testing of Visits Management Application Software Module
Deliverable 15.5 Train COUNTY Users in Visits Management Application Software Module
Deliverable 15.6 Module Go-Live for Visits Management Application Software Module.
Deliverable 15.7 Module Acceptance for Visits Management Application Software Module

TASK 16 JIMS UPGRADE TO ORACLE 10g

Subtask 16.1 Prepare an Oracle 10g Migration Plan
Subtask 16.2 Migrate JIMS Phase 1 Database to Oracle 10g
Subtask 16.3 Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g
Subtask 16.4 Conduct System Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules

Subtask 16.5	Provide Support to COUNTY in Conduct of User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1
Subtask 16.6	Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules
Subtask 16.7	Provide T&M Implementation Support for the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Subtask 16.8	Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Application Software Modules for 30 Days with No Severity 1 or 2 Problems
Deliverable 16.1	Oracle 10g Migration Plan
Deliverable 16.2	Migrate JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System
Deliverable 16.3	Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g
Deliverable 16.4	System Tested Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.5	Successful User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.6	Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.7	Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.8	Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules

TASK 17 INTERFACE UPGRADES AND TCIS (Trial Courts Information System) INTERFACE DEVELOPMENT

Subtask 17.1	Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g
Subtask 17.2	Design the Migration of JIMS Phase 1 Interface to Oracle 10g
Subtask 17.3	Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g
Subtask 17.4	Install and Test Version 5 of xTAG
Subtask 17.5	Provide Support to COUNTY in Conduct of User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Subtask 17.6	Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

Subtask 17.7	Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems
Subtask 17.8	Define Requirements to Develop TCIS Interface in Support of Legal Documents Module
Subtask 17.9	Design the TCIS Interface in Support of Legal Documents Module
Subtask 17.10	Construct and Test the TCIS Interface in Support of Legal Documents Module
Subtask 17.11	Provide Support to COUNTY in Conduct of User Acceptance Testing of TCIS Interface in Support of Legal Documents Module
Subtask 17.12	Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module
Subtask 17.13	Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 17.1	Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g
Deliverable 17.2	Design Specifications for the Migration of JIMS Phase 1 Interface to Oracle 10g
Deliverable 17.3	Constructed and Tested Software for the Migration of JIMS Phase 1 Interface to Oracle 10g
Deliverable 17.4	Installed and Tested Version 5 of xTAG
Deliverable 17.5	Successful User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.6	Module Go-Live for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.7	Module Acceptance for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.8	Functional Requirements Definition (FRD) for TCIS Interface in Support of Legal Documents Module
Deliverable 17.9	Design Specifications for TCIS Interface in Support of Legal Documents Module
Deliverable 17.10	Constructed and Tested Software for TCIS Interface in Support of Legal Documents Module
Deliverable 17.11	Successful User Acceptance Testing of TCIS Interface in Support of Legal Documents Module
Deliverable 17.12	Module Go-Live for TCIS Interface in Support of Legal Documents Module
Deliverable 17.13	Module Acceptance for TCIS Interface in Support of Legal Documents Module

TASK 18 PHASE 1 APPLICATION SOFTWARE ENHANCEMENTS

Subtask 18.1	Confirm Requirements for the Property and Case Jacket Application Software Enhancements
Subtask 18.2	Confirm Requirements for the Trust Accounting Application Software Enhancements
Subtask 18.3	Design Property and Case Jacket Application Software Enhancements
Subtask 18.4	Design Trust Accounting Application Software Enhancements
Subtask 18.5	Construct and Test the Property and Case Jacket Application Software Enhancements
Subtask 18.6	Construct and Test the Trust Accounting Application Software Enhancements
Subtask 18.7	Provide Support to COUNTY in Conduct of User Acceptance Testing of Property and Case Jacket Application Software Enhancements
Subtask 18.8	Provide Support to COUNTY in Conduct of User Acceptance Testing of Trust Accounting Application Software Enhancements
Subtask 18.9	Train COUNTY Users in Property and Case Jacket Application Software Enhancements
Subtask 18.10	Train COUNTY Users in Trust Accounting Application Software Enhancements
Subtask 18.11	Provide T&M Implementation Support for Property and Case Jacket Application Software Enhancements
Subtask 18.12	Provide T&M Implementation Support for Trust Accounting Application Software Enhancements
Subtask 18.13	Maintain Production Use of Property and Case Jacket Application Software Enhancements for 30 Days with No Severity 1 or 2 Problems
Subtask 18.14	Maintain Production Use of Trust Accounting Application Software Enhancements for 30 Days with No Severity 1 or 2 Problems
Deliverable 18.1	Requirements Confirmation Report for the Property and Case Jacket Application Software Enhancements
Deliverable 18.2	Requirements Confirmation Report for the Trust Accounting Application Software Enhancements
Deliverable 18.3	Design Specifications and Prototype for the Property and Case Jacket Application Software Enhancements
Deliverable 18.4	Design Specifications and Prototype for the Trust Accounting Application Software Enhancements
Deliverable 18.5	Construct and Test Property and Case Jacket Application Software Enhancements

Deliverable 18.6	Construct and Test Trust Accounting Application Software Enhancements
Deliverable 18.7	Successful User Acceptance Testing of Property and Case Jacket Application Software Enhancements
Deliverable 18.8	Successful User Acceptance Testing of Trust Accounting Application Software Enhancements
Deliverable 18.9	Train COUNTY Users in Property and Case Jacket Application Software Enhancements
Deliverable 18.10	Train COUNTY Users in Trust Accounting Application Software Enhancements
Deliverable 18.11	Go-Live for Property and Case Jacket Application Software Enhancements
Deliverable 18.12	Go-Live for Trust Accounting Application Software Enhancements
Deliverable 18.13	Final Acceptance for Property and Case Jacket Application Software Enhancements
Deliverable 18.14	Final Acceptance for Trust Accounting Application Software Enhancements

TASK 19 CASE MANAGEMENT APPLICATION SOFTWARE MODULE

Subtask 19.1	Confirm Requirements for the Case Management Application Software Module
Subtask 19.2	Design the Case Management Application Software Module
Subtask 19.3	Construct and Test Case Management Application Software Module
Subtask 19.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Management Application Software Module
Subtask 19.5	Train COUNTY Users in Case Management Application Software Module
Subtask 19.6	Provide T&M Implementation Support for Case Management Application Software Module
Subtask 19.7	Maintain Production Use of Case Management Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 19.1	Requirements Confirmation Report
Deliverable 19.2	Design Specifications and Prototype for the Case Management Application Software Module
Deliverable 19.3	Construct and Test Case Management Application Software Module
Deliverable 19.4	Successful User Acceptance Testing of Case Management Application Software Module
Deliverable 19.5	Train COUNTY Users in Case Management Application Software Module

Deliverable 19.6 Module Go-Live for Case Management Application Software Module
Deliverable 19.7 Module Acceptance for Case Management Application Software Module

TASK 20 SYSTEM FINAL ACCEPTANCE

Subtask 20.1 Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems
Deliverable 20.1 System Final Acceptance

INTRODUCTION

This Exhibit B Attachment B-2 (Statement of Work) (this "Statement of Work") defines the scope of Work to be performed under Amendment Number 2 of this Agreement by and between County and Contractor for the requirements definition, customization, and implementation of the Jail Information Management Information System ("JIMS") Phase 2 Stage 1 for the County of Los Angeles Sheriff's Department (the "Department"), including, but not limited to, (a) the design and construction of Customizations to the Baseline Software Modules (and resulting Application Software Modules) and of certain Interfaces, and (b) installation, testing, T&M (Time and Materials) Training, implementation, and T&M Implementation Support of the Application Software Modules and of certain Interfaces, in each case, as listed below.

CONTRACTOR shall construct and install Application Software Modules as indicated below:

1. Title 15
2. Pay-For-Stay Interface
3. Community Case Management (for the Community Transaction Unit)
4. Visits Management

CONTRACTOR shall conduct a fit-gap analysis for the following Application Software Modules:

1. Consolidated Booking
2. Legal Cases and Documents

CONTRACTOR shall perform the enhancements and technology upgrades as indicated below:

1. Upgrade to Oracle 10g
2. Interface Upgrades and TCIS Interface Development
3. Phase 1 Application Software Enhancements

CONTRACTOR shall conduct all Tasks and Subtasks, and provide all Deliverables as described herein. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise expressly specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

TASK 10 PROJECT PLANNING AND PROJECT MANAGEMENT

CONTRACTOR shall update the Project Control Document (hereafter "PCD") that shall be extended to include, without limitation, a detailed work plan, work breakdown structure, milestone chart, risk management plan, Gantt chart and the project organization for the Phase 2 modules. Additionally, CONTRACTOR shall continue to manage project activities and provide, without limitation, monthly Project Status Reports.

Subtask 10.1 Update Project Control Document

CONTRACTOR shall update the PCD with Phase 2 Stage 1 tasks that includes, without limitation, the following:

(a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort.

(b) Confirmation and documentation of project scope, phasing, and automation objectives

(c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask

(d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules

(e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members,

(f) Identification of project risks and mechanisms to handle these risks in a risk management plan.

CONTRACTOR shall develop the PCD consistent with this Phase 2 Stge 1 Statement of Work. CONTRACTOR shall specifically address in the PCD each Task and Subtask to be performed. The order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the Deliverables shall be apparent in the PCD. CONTRACTOR must formally present the PCD for written approval of the JIMS Project Steering Committee, which may be granted or withheld in its sole discretion. Any subsequent

significant modifications in scope, cost or schedule to the PCD shall require the written approval of the JIMS Project Steering Committee using the Change Order process set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement, which may be granted or withheld in its sole discretion. County Project Director's execution of the Task/Deliverable Acceptance Certificate associated with the initial approval of the PCD and County Project Director's or JIMS Project Steering Committee Chair's execution of any subsequent Change Order associated with significant modification to the PCD shall not be provided unless and until the JIMS Project Steering Committee has provided its approval of the PCD or any subsequent significant modification thereto, as applicable. Any subsequent modifications to the PCD which are not significant (scope, cost schedule) shall require the written approval of County Project Director, which may be granted or withheld in County Project Director's sole discretion, in accordance with the Change Order process set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement. The determination of whether a subsequent modification is significant and requires the written approval of the JIMS Project Steering Committee or is not significant and requires only the written approval of County Project Director shall be made by County Project Director in County Project Director's sole judgment.

Subtask 10.2 Perform Project Administration

CONTRACTOR shall be required to manage project activities and resources and track project status. This Subtask shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and System Software Change Order processes set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement . CONTRACTOR shall report project status on a regular basis through a Project Status Report containing all of the items set forth in Deliverable 10.2. Project Status Reports shall include, without limitation, approved updates to the PCD. CONTRACTOR Project Manager or designate shall participate in regular weekly project status meetings, including, as required, JIMS Project Steering Committee and its Technical Subcommittee and User Subcommittee meetings.

As part of project management, CONTRACTOR shall ensure that COUNTY can realize the maximum benefit from System Software provided by CONTRACTOR through a proactive review of the project's progress and the quality of all deliverables. Through this on-going quality assurance process, CONTRACTOR shall identify project risks and identify COUNTY's assessment of project progress. The

Project Status Reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report all project risks and problems identified as part of the quality assurance process.

Deliverable 10.1 Project Control

The PCD shall include an update, without limitation, to the following components:

(a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort

(b) Confirmation and documentation of project scope, phasing, and automation objectives;

(c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask;

(d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules;

(e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members; and

(f) Identification of project risks and how to address these risks.

Deliverable 10.2 Project Status Reports

CONTRACTOR shall prepare and present to the County Project Director and County Project Manager, at a minimum monthly or as agreed upon or as specified in the PCD, a written Project Status Report to report project progress, plans, and outstanding issues. The Project Status Report shall include, without limitation, the following:

(a) the period covered by the report;
(b) project progress and plans;
(c) Problem or other issue tracking (including, without limitation, Problems or other issues resolved and Problems or other issues to be resolved) and Change Order process;

(d) project schedule (including, without limitation, Work scheduled for completion which was not completed);
(e) project work area and education facility;
(f) readiness assessments;
(g) updates to the PCD;
(h) project risks identified through quality assurance process;
(i) any other information that County may from time to time reasonably require.

TASK 11 COMPREHENSIVE TITLE 15 APPLICATION SOFTWARE MODULE

This Task consists of the development and implementation of a comprehensive Title 15 compliance module. It does not include the automation of the Uniform Daily Report, nor does it include an implemenation of CONTRACTOR's Business Intelligence (BI) Module and associated reporting from BI. It does include wireless queries and updates from hand-held devices and the other documented requirements as identified in the Comprehensive Title 15 Functional Requirements Definition(FRD) Document, dated March, 2009. The existing Title 15 pilot project functionality will be expanded and replaced by this Title 15 Module. This Task includes design Specifications, construction of a Title 15 Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Title 15 Application Software Module.

Subtask 11.1 Confirm Requirements for the Title 15 Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements as identified in the Title 15 FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements for this Module changes, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Title 15 requirements.

Subtask 11.2 Design the Title 15 Application Software Module.

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent

with requirements as specified in the final Title 15 FRD. A Prototype, including screen displays and navigation, will be constructed and demonstarted to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 11.3 Construct and Test Title 15 Application Software Module.

CONTRACTOR shall construct and test the Title 15 Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 11.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 11.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Title 15 Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 11.3) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System

Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Title 15 Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 11.5 Train COUNTY Users in Title 15 Application Software Module.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Title 15 Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Title 15 Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 11.6 Provide T&M Implementation Support for Title 15 Application Software Module.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Title 15 Application Software Module. This support will ensure that user interaction with the Title 15 Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Title 15 Application Software Module in the production environment.

Subtask 11.7 Maintain Production Use of Title 15 Application Software Module 30 Days with No Severity 1 or 2 Problems

The Title 15 Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following

COUNTY's written approval of Deliverable 11.6 (Module Go-Live for Title 15 Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 11.1 Requirements Confirmation Report.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Title 15 requirements, if any, based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Title 15 FRD.

Deliverable 11.2 Design Specifications for the Title 15 Application Software Module.

CONTRACTOR shall deliver system design Specifications for the Title 15 Application Software Module. These Specifications and screen displays shall be consistent with requirements as specified in the Title 15 FRD. CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure user that the user interface design meets user requirements.

Deliverable 11.3 Construct and Test Title 15 Application Software Module.

CONTRACTOR shall deliver to COUNTY a constructed and tested Title 15 Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 11.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 11.4 Successful User Acceptance Testing of Title 15 Application Software Module.

CONTRACTOR shall provide T&M technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by

COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 11.5 Train COUNTY Users in Title 15 Application Software Module.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Title 15 Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Title 15 Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 11.6 Module Go-Live for Title 15 Application Software Module.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Title 15 Application Software Module. This support will ensure that user interaction with the Title 15 Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Title 15 Application Software Module in the production environment.

Deliverable 11.7 Module Acceptance for Title 15 Application Software Module.

The Title 15 Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 11.6 (Module Go-Live for Title 15 Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 12 PAY-FOR-STAY INTERFACE

This Task consists of the Interface to generate and post charges for stay for qualified inmates based upon established criteria and the AJIS Interface data. The requirements analysis for this Interface was conducted by COUNTY, and resulted in a Pay-For-Stay Requirements Definition dated 12/2/2005 which was reviewed and revised with CONTRACTOR until mutually agreed upon. This Task includes design Specifications, construction of the Interface, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in an operational Pay-For-Stay Interface.

Subtask 12.1 Confirm Requirements for the Pay-For-Stay Interface

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements identified in the Pay-For-Stay Requirements Definition dated May, 2009. Based upon this review process, requirements will be confirmed and finalized. Analysis of requirements will include an interface to AJIS. If the scope of requirements for this Module changes, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Pay For Stay interface Software requirements.

Subtask 12.2 Design the Pay-For-Stay Interface

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmations Report (Deliverable 12.1). Design Specifications in support of the interface to AJIS will be developed as part of this task.

Subtask 12.3 Construct and Test the Pay-For-Stay Interface

CONTRACTOR shall construct and test the Pay-For-Stay Interface. This Module will be constructed as designed in the system design Specifications (Subtask 12.2) including

the interface to AJIS. This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Subtask 12.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Pay-For-Stay Interface

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Pay-For-Stay Interface. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 12.5 Train COUNTY Users in Pay-For-Stay Interface

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as

designated by the County Project Director, for the Pay-for-Stay Interface. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Pay-for-Stay Interface. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 12.6 Provide T&M Implementation Support for Pay-For-Stay Interface.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Pay-for-Stay Interface. This support will ensure that user interaction with the Pay-for-Stay Interface is fully integrated into COUNTY's business processes. It will also include the one-time data conversion, T&M assistance with the transfer from the acceptance testing to production environment, and transition to CONTRACTOR's Help Desk for support of the Pay-for-Stay Interface in the production environment.

Subtask 12.7 Maintain Production Use of Pay-For-Stay Interface for 30 Days with No Severity 1 or 2 Problems

The Pay-For-Stay Interface shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 12.6 (Go-Live for Pay-For-Stay Interface) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 12.1 Requirements Confirmation Report

CONTRACTOR shall deliver a Requirements Confirmation Report identifying any modifications to the requirements identified in the FRD based upon the outcomes of the requirements confirmation sessions. Any new, agreed upon requirements will be incorporated through the change control process.

Deliverable 12.2 Design Specifications for Pay-For-Stay Interface

CONTRACTOR shall deliver system design Specifications for the Pay-For-Stay Interface. These Specifications shall be consistent with requirements as specified in the Pay-For-Stay Interface Requirements Confirmation Report.

Deliverable 12.3 Construct and Test Pay-For-Stay Interface

CONTRACTOR shall deliver to COUNTY a constructed and tested Pay-For-Stay Interface. This Module will be constructed as designed in the approved system design Specifications (Deliverable 12.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 12.4 Successful User Acceptance Testing of Pay-For-Stay Interface

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Interface.

Deliverable 12.5 Train COUNTY Users in Pay-For-Stay Interface

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Pay-For-Stay Interface. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Pay-For-Stay Interface. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 12.6 Go-Live for Pay-For-Stay Interface

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Pay-For-Stay Interface. This support will ensure that user interaction with the Pay-For-Stay Interface is fully integrated into the business processes of Custody. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Pay-For-Stay Interface in the production environment.

Deliverable 12.7 Final Acceptance for Pay-For-Stay Interface

The Pay-For-Stay Interface shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 12.6 (Go-Live for Pay-For-Stay Interface) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 13. FIT-GAP ANALYSIS FOR CONSOLIDATED BOOKING APPLICATION SOFTWARE MODULE

This Task consists of the fit-gap analysis for the Consolidated Booking Application Software Module. All the functions associated with the initial booking and intake processes of inmates at law enforcement agencies throughout the County that are currently accomplished in AJIS are within the scope of this Module. This functionality includes the consolidated booking processes of both COUNTY and local law enforcement agencies that currently book inmates directly into AJIS and/or book indirectly through LIVESCAN or other Interfaces. The generation of inmate wristbands is also within the scope of the Module. The fit-gap analysis shall be conducted in two steps. In the first step, an analysis of both fits and gaps between the CONTRACTOR's Baseline Application Software Modules to accomplish inmate booking and the COUNTY"s business processes shall be conducted and documented in a Preliminary Fit-Gap Analysis Report. This document shall identify (a) the fits between the COUNTY's business processes and the CONTRACTOR's Baseline Application Software Modules and (b) the gaps including alternatives considered and any recommended Customizations and Interfaces. The impact on business operations and recommendations for business process re-engineering shall be described. In the second step, based upon feedback from COUNTY, the CONTRACTOR shall prepare a Final Fit-Gap

Analysis Report for Consolidated Booking Application Software Module documenting at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified.

Subtask 13.1 Perform Fit-Gap Analysis for the Consolidated Booking Application Software Module

CONTRACTOR shall conduct an analysis of fits and gaps between the CONTRACTOR's Baseline Application Software Modules to accomplish inmate booking and the COUNTY"s current business processes. CONTRACTOR shall identify and document differences including recommended Customizations and Interfaces. Alternatives considered and recommended Customizations and Interfaces to address these identified gaps, including impact on the business operation and any business process re-engineering recommendations, shall be documented and presented to COUNTY in a Preliminary Fit-Gap Analysis Report.

Subtask 13.2 Prepare a Final Fit-Gap Analysis Report for the Consolidated Booking Application Software Module

CONTRACTOR shall present to COUNTY the Preliminary Fit-Gap Analysis Report. Prototyping of user interface screens and navigation will be performed as part of this Subtask. Based upon COUNTY feedback from the presentation of the Preliminary Fit-Gap Analysis Report, CONTRACTOR shall document at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified in a Final Fit-Gap Analysis Report for the Consolidated Booking Application Software Module.

Deliverable 13.1 Preliminary Fit-Gap Analysis Report for Consolidated Booking Application Software Module

CONTRACTOR shall deliver and present a Preliminary Fit-Gap Analysis Report to COUNTY for review and analysis by COUNTY. The Preliminary Gap Analysis Report shall consist of documentation of fits and gaps between the CONTRACTOR's Baseline Application Software Modules and COUNTY business processes for consolidated booking, identification of Customizations and Interfaces required to address the gaps, and recommendations for business process re-engineering, as appropriate.

Deliverable 13.2 Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module

CONTRACTOR shall deliver to COUNTY a Final Fit-Gap Analysis Report based upon feedback from COUNTY and revisions made to the preliminary report. The Final Fit-Gap Analysis Report shall document the fits and gaps identified, alternatives considered, and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and impact on the business operation defined.

TASK 14. FIT-GAP ANALYSIS FOR LEGAL CASES AND DOCUMENTS APPLICATION SOFTWARE MODULE

This Task consists of the fit-gap analysis for the Legal Cases and Documents Application Software Module. All the functions associated with the processing of an inmate's court cases, charges, court appearances, orders, bail tracking, legal documents, and sentence calculation that are currently accomplished in AJIS and through manual processes by the Document Control Unit of the Custody Inmate Reception Center (IRC) are within the scope of this Module. Interfaces with the Trial Court Information System (TCIS) will be a major component of the Module to minimize the current practices requiring redundant data entry of court data. The fit-gap analysis shall be conducted in two steps. In the first step, an analysis of both fits and gaps between the CONTRACTOR's Baseline Application Software Modules to manage legal cases and documents and the COUNTY"s business processes shall be

conducted and documented in a Preliminary Fit-Gap Analysis Report. This document shall identify (a) the fits between the COUNTY's business processes and the CONTRACTOR's Baseline Application Software Modules and (b) the gaps including alternatives considered and any recommended Customizations and Interfaces. The impact on business operations and recommendations for business process re-engineering shall be described. In the second step, based upon feedback from COUNTY, the CONTRACTOR shall prepare a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module documenting at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionsality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified.

Subtask 14.1 Perform Fit-Gap Analysis for the Legal Cases and Documents Application Software Module

CONTRACTOR shall conduct an analysis of fits and gaps between the CONTRACTOR's Baseline Application Software Modules to manage legal cases and documents and the COUNTY"s current business processes. CONTRACTOR shall identify and document differences including recommended Customizations and Interfaces. Alternatives considered and recommended Customizations and Interfaces to address these identified gaps, including impact on the business operation and any business process re-engineering recommendations, shall be documented and presented to COUNTY in a Preliminary Fit-Gap Analysis Report.

Subtask 14.2 Prepare a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application

CONTRACTOR shall present to COUNTY the Preliminary Fit-Gap Analysis Report. Prototyping of user interface screens and navigation will be performed as part of this Subtask. Based upon COUNTY feedback from the presentation of the Preliminary Fit-Gap Analysis Report, CONTRACTOR shall document at a detailed level the gaps identified and final recommendations for addressing the

gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified in a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module.

Deliverable 14.1 Preliminary Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

CONTRACTOR shall deliver and present a Preliminary Fit-Gap Analysis Report to COUNTY for review and analysis by COUNTY. The Preliminary Fit-Gap Analysis Report shall consist of documentation of fits and gaps between the CONTRACTOR's Baseline Application Software Modules and COUNTY business processes for managing legal cases and documents, identification of Customizations and Interfaces required to address the gaps, and recommendations for business process re-engineering, as appropriate.

Deliverable 14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

CONTRACTOR shall deliver to COUNTY a Final Fit-Gap Analysis Report based upon feedback from COUNTY and revisions made to the preliminary report. The Final Fit-Gap Analysis Report shall document the fits and gaps identified, alternatives considered, and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and impact on the business operation defined.

TASK 15. VISITS MANAGEMENT APPLICATION SOFTWARE MODULE

This Task consists of the development and implementation of the Visits Management Application Software Module. The functions associated with managing the inmate visiting process and tracking visitor activities are within the scope of this Module. The current visiting processes are largely manual. A Concept of Operations for Visits Management was prepared by CONTRACTOR in November,

2006. Subsequently, a Functional Requirements Document (FRD) was prepared and approved in March, 2009. This Task will implement the Visits Management Application Software Module inclusive of the Customizations that are identified as within scope in the FRD.

Subtask 15.1 Confirm Requirements for the Visits Management Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements based upon the FRD. Upon completion of this review and confirmation process, requirements will be confirmed and finalized.

Subtask 15.2 Design the Visits Managment Application Software Module.

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the FRD and the Requirements Confirmations Report (Deliverable 15.1). The system design Specifications will include the Customizations as specified in the FRD and Requirements Confirmation Report. A Prototype inclusive of screen displays and screen navigation will be constructed and demonstarted to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 15.3 Construct and Test Visits Management Application Software Module.

CONTRACTOR shall construct and test the Visits Management Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 15.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Subtask 15.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Visits Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Visit Management Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 15.5 Train COUNTY Users in Visits Management Application Software Module.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Visits Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 15.6 **Provide T&M Implementation Support for Visits Management Application Software Module.**

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Visits Management Application Software Module. This support will ensure that user interaction with the Visits Management Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment, and transition to CONTRACTOR's Help Desk for support of the Visits Management Application Software Module in the production environment.

Subtask 15.7 **Maintain Production Use of Visits Management Application Software Module 30 Days with No Severity 1 or 2 Problems**

The Visits Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 15.6 (Module Go-Live for Visits Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 15.1 **Requirements Confirmation Report.**

CONTRACTOR shall deliver a Requirements Confirmation Report confirming Visits Management Application Software requirements, including Customizations, based upon the outcome of the requirements confirmation sessions. Any new, agreed-upon Customizations, beyond the scope of the FRD, will be incorporated through the change control process.

Deliverable 15.2 **Design Specifications for the Visits Management Application Software Module.**

CONTRACTOR shall deliver system design Specifications for the Visits Management Application Software Module. These Specifications and the Prototype shall be consistent

with requirements as specified in the Visits Management FRD and Requirements Confirmation Report. CONTRACTOR shall also prepare and present to COUNTY the Prototype of this Module to ensure user that the user interface design meets user requirements.

Deliverable 15.3 Constructed and Tested Visits Management Application Software Module.

CONTRACTOR shall deliver to COUNTY a constructed and tested Visits Management Application Software Module. This Module shall be constructed as designed in the approved system design Specifications (Deliverable 15.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 15.4 Successful User Acceptance Testing of Visits Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 15.5 Train COUNTY Users in Visits Management Application Software Module.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Visits Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Visits Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 15.6 Module Go-Live for Visits Management Application Software Module.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Visits Management Application Software Module. This support will ensure that user interaction with the Visits Management Application Software Module is fully integrated into the business processes of Custody. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Visits Management Application Software Module in the production environment.

Deliverable 15.7 Module Acceptance for Visits Management Application Software Module.

The Visits Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 15.6 (Module Go-Live for Visits Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 16 JIMS UPGRADE TO ORACLE 10g

This Task consists of the migration of the Oracle Application Services middle tier Application Software Modules for Phase 1 from Oracle version 6 to version 10g and the backend JIMS Oracle database from Oracle version 8 to version 10g running on the HP-UX operating system. Upon completion of this task, all Phase 1 JIMS Application Software Modules shall be fully operational on Oracle version 10g inclusive of COUNTY's Customizations of the Baseline Application Software Modules. Interfaces will be upgraded to 10g as a component of Task 26. The JIMS Oracle database shall be fully operational as an Oracle 10g database on the COUNTY's SuperDome computing environment using HP-UX Version 11.23 or later version. All Phase 2 Stage 1 JIMS application Software Modules will be initially deployed in this Oracle 10g environment.

Subtask 16.1 Prepare an Oracle 10g Migration Plan

CONTRACTOR shall prepare an Oracle 10g Migration Plan identifying all the steps required to complete this Task. A baseline of components currently within the JIMS Phase 1 production environment will be documented. Components which have been customized for the COUNTY as well as components which are CONTRACTOR's Baseline Application Software will be clearly identified in the Oracle 10g Migration Plan.

Subtask 16.2 Migrate JIMS Phase 1 Database to Oracle 10g

CONTRACTOR shall develop scripts and migrate the JIMS Phase 1 database from the existing Oracle version 8 to Oracle 10g running on HP-UX operating system Version 11.23 or later version. Upon completion of this Subtask, the JIMS Phase 1 Oracle 10g database will be ready for testing on the COUNTY's SuperDome computing environment.

Subtask 16.3 Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g

CONTRACTOR shall migrate and recompile the JIMS Phase 1 Application Software Modules with Customizations using Oracle 10g. Upon completion of this Subtask, the middle-tier Oracle Forms and Reports that comprise the JIMS Phase 1 Application Software Modules will be ready for system testing as an Oracle 10g application.

Subtask 16.4 Conduct System Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall perform system testing of the Oracle 10g version of JIMS Phase 1 to ensure full functionality and data integrity. Upon completion of this Subtask, the 10g version of JIMS Phase 1 will be ready for user acceptance testing.

Subtask 16.5 Provide Support to COUNTY in Conduct of User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 25.4) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Oracle 10g Version of JIMS Phase 1 Application Software Modules. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 16.6 Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Oracle 10g version of JIMS Phase 1 Application Software Modules. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Oracle 10g

Version of JIMS Phase 1 Application Software Modules. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 16.7 Provide T&M Implementation Support for Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Oracle 10g version of JIMS Phase 1 Application Software Modules. This support will ensure that user interaction is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g version of JIMS Phase 1 Application Software Modules in the production environment.

Subtask 16.8 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Application Software Modules 30 Days with No Severity 1 or 2 Problems

The JIMS Phase 1 Application Software Modules shall be maintained in production use with no Severity 1 or 2 problems as defined in Appendix I of this exhibit for 30 days following Deliverable 16.7.

Deliverable 16.1 Oracle 10g Migration Plan

CONTRACTOR shall deliver a Data Migration Plan documenting the steps required to complete this Task. This document will include a description of all components within the JIMS production environment. Components which have been customized for the COUNTY and components which are CONTRACTOR's Baseline Application Software will be clearly identified in the Oracle 10g Migration Plan.

Deliverable 16.2 Migrate JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System

CONTRACTOR shall deliver a set of data migration scripts to convert the JIMS Phase 1 data to the Oracle 10g

database. The JIMS Phase 1 database will be successfully migrated and recompiled using Oracle 10g on HP-UX operating system Version 11.23 or later version.

Deliverable 16.3 Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g

CONTRACTOR shall deliver to COUNTY constructed and tested JIMS Phase 1 Application Software Modules with Customizations that have been successfully migrated and recompiled to Oracle 10g.

Deliverable 16.4 System Test Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall deliver to COUNTY system tested JIMS Phase 1 Application Software Modules that have been migrated to Oracle 10g and use the Oracle 10g database operating under HP-UX on the Superdome. These Modules will be successfully system tested and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing.

Deliverable 16.5 Successful User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Modules.

Deliverable 16.6 Train COUNTY Users in the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Oracle 10g version of the JIMS Phase 1 Application Software Modules. The training

materials and classes shall give COUNTY staff comprehensive instruction in the use of the Oracle 10g version of the JIMS Phase 1 Application Software Modules. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 16.7 Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Oracle 10g version of the JIMS Phase 1 Application Software Modules. This support will ensure that user interaction with the 10g version Application Software Modules is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g version of the JIMS Phase 1 Application Software Modules in the production environment.

Deliverable 16.8 Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules.

The Oracle 10g version of the JIMS Phase 1 Application Software Modules shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 16.7 (Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 17 INTERFACE UPGRADES AND TCIS (Trial Courts Information System) INTERFACE DEVELOPMENT

This Task builds upon the JIMS/AJIS interface completed in Phase 1 with the objective of accomplishing the following:

(a) Migration of the JIMS Phase 1 Interface Software to Oracle 10g Data Model,
(b) Upgrade of xTAG to Version 5,
(c) Development of TCIS Interface in support of Legal Documents Module.

As with the JIMS Phase 1 Application Software Modules, the Phase 1 Interface Software will be migrated to Oracle 10g. These interfaces will continue to use xTAG and all posting routines will be modified to function with the Oracle 10G data model. Concurrent with this process, xTAG will be upgraded to the current release, version 5, while maintaining the current AJIS-JIMS Interface functionality.

The xTAG upgrade to version 5 will provide improvements in the following areas:

(a) Overall management of shutdown, restart, debugging, and queuing of messages,
(b) Efficient data posting routines.

This Task includes the design, construction, and implementation of the TCIS Interface transactions and posting routines to the Legal Documents Module. TCIS interface data includes, but is not limited to, court cases, calendared events, outcomes, dispositions, sentencing, post-sentencing, and related court order data for inmates in custody. The TCIS Interface Data Mapping Document, dated May 2009, identifies the logical data elements for the TCIS Interface. The TCIS Interface data will populate the relevant data used by the Legal Documents Module as defined in the Oracle 10g Data Model. For TCIS data that is not currently defined in the Legal Documents Module of the Oracle 10g Data Model, custom tables will be created strictly to house the data. Those data elements in custom tables deemed necessary, based upon the Legal Documents FRD, will be subject to Customizations at a later point in time. The current AJIS Interface functionality will not be modified or enhanced to support TCIS interface development. The processing of any data elements common to both AJIS and TCIS data feeds will be processed sequentially with an overwrite of the previous data.

Subtask 17.1 Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall prepare a migration plan and identify requirements to migrate current JIMS Phase 1 Interface to Oracle 10g only. The migration plan and the functional and

technical requirements of the current interface will be identified for the Oracle 10g migration shall be identified in this Subtask and documented in the FRD. The FRD shall be presented to COUNTY for approval.

Subtask 17.2 Design the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with the migration plan and requirements as specified in the Deliverable 17.1, Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g.

Subtask 17.3 Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall construct and test the JIMS Phase 1 Interface migration to Oracle 10g. This Interface will be constructed as designed in the system design Specifications (Subtask 17.2). The Interface Software will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 17.4 Install and Test Version 5 of xTAG

CONTRACTOR shall install and test the new version 5 of xTAG that replaces the existing JIMS Phase 1 version of xTAG. The version 5 release of xTAG will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 17.5 Provide Support to COUNTY in Conduct of User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverables 17.3 and 17.4) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Oracle 10g version of JIMS Phase 1 Interface Software and version 5 of xTAG. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until the Interface Software has been successfully user acceptance tested.

Subtask 17.6 Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Oracle 10g version of the JIMS Phase 1 Interface Software and version 5 of xTAG. This support will ensure that user interaction with the Interface Software and xTAG is fully integrated into COUNTY's operation. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk

for support of the JIMS Phase 1 Interface Software and version 5 of xTAG in the production environment.

Subtask 17.7 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems

The Oracle 10g version of the JIMS Phase 1 Interface Software and version 5 of xTAG shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 20.6 (Module Go-Live for the JIMS Phase 1 Interface Software and Version 5 of xTAG) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 17.8 Define Requirements to Develop TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall identify requirements to develop the TCIS Interface in support of the Legal Documents Module. The TCIS logical transactions and data are specified in the TCIS Interface Data Mapping Document, dated May 2009. The detailed functional and technical requirements for the TCIS Interface Sofware shall be identified in this Subtask and documented in the TCIS Interface FRD. The FRD shall be presented to COUNTY for approval. For TCIS data that is not currently defined in the Legal Documents Module of the Oracle 10g Data Model, custom tables will be created strictly to house the data. Those data elements in custom tables deemed necessary, based upon the Legal Documents FRD, will be subject to Customizations at a later point in time.

Subtask 17.9 Design the TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall design TCIS Interface Software and prepare system design Specifications. This design will be consistent with the requirements as specified in the Deliverable 17.8, TCIS Interface FRD.

Subtask 17.10 Construct and Test the TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall construct and test the TCIS Interface Software. The TCIS Interface Software will be constructed as designed in the system design Specifications (Subtask 17.9). The TCIS Interface Software will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 17.11 Provide Support to COUNTY in Conduct of User Acceptance Testing of TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 17.10) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to

COUNTY acceptance testers in the operation of the TCIS Interface Software. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 17.12 Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the TCIS Interface. This support will ensure that user interaction with the TCIS Interface is fully integrated into COUNTY's operation. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the TCIS Interface in the production environment.

Subtask 17.13 Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems

The TCIS Interface shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 17.12 (Module Go-Live for the TCIS Interface) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 17.1 Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g

CONTRACTOR shall deliver an FRD consisting of a Migration Plan identifying the steps required to complete this Task and a description of technical and functional requirements to be met. This document will require COUNTY approval before proceeding with this Task.

Deliverable 17.2 Design Specifications for the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall prepare a document consisting of system design Specifications. This design will be consistent with the migration plan and requirements as specified in the Deliverable 17.1, Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g.

Deliverable 17.3 Construct and Test Software for the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall deliver a constructed and tested JIMS Phase 1 Interface that has been migrated to Oracle 10g. This Interface will be constructed as designed in the system design Specifications (Deliverable 17.2). The Interface Software will be delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will also be delivered to the COUNTY for user acceptance testing.

Deliverable 17.4 Installed and Tested Version 5 of xTAG

CONTRACTOR shall deliver an installed and tested version 5 of xTAG software ready for user acceptance testing.

Deliverable 17.5 Successful User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Interface.

Deliverable 17.6 Module Go-Live for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG. This support will ensure that this Module functions as planned in the production environment. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG in the production environment.

Deliverable 17.7 Module Acceptance for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

The Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 17.6 (Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 17.8 Functional Requirements Definition (FRD) for TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall prepare a TCIS Interface FRD that documents requirements for the TCIS Interface in support of the Legal Documents Module. The FRD shall be presented to COUNTY for approval before proceeding with Subtask 17.9.

Deliverable 17.9 Design Specifications for TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall prepare a document consisting of system design Specifications. This design will be consistent with the requirements as specified in the Deliverable 17.8, TCIS Interface FRD.

Deliverable 17.10 Constructed and Tested Software for TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall deliver a constructed and tested TCIS Interface Software that supports Legal Documents Module. The TCIS Interface Software will be constructed as designed in the system design Specifications (Subtask 17.9). The TCIS Interface Software will be delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will also be delivered to the COUNTY for user acceptance testing.

Deliverable 17.11 Successful User Acceptance Testing of TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Interface.

Deliverable 17.12 Module Go-Live for TCIS Interface in Support of Legal Documents Module

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the TCIS Interface Software. This support will ensure that this Module functions as planned in the production environment. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the TCIS Interface Software in the production environment.

Deliverable 17.13 Module Acceptance for TCIS Interface in Support of Legal Documents Module

The TCIS Interface Software shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 17.12 (Module Go-Live for the TCIS Interface Software) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 18 PHASE 1 APPLICATION SOFTWARE ENHANCEMENTS

This Task consists of Customizations to Phase 1 Application Software Modules to enhance functionality based upon operational experience with these Modules. Trust Accounting, Case Jacket Tracking, and Property Management are the Application Software Modules within the scope of this Task. These Customizations are identified in detail in the Phase 1 Module Enhancements Functional Requirements Definition (FRD) Document dated May 2009. Trust Accounting Enhancements include modifications to two reports, changes to two forms, and incorporation of new edits and business rules related to deposits and balances in inmate accounts. Case Jacket Tracking Enhancements consist of modifications to forms for consistency and ease of use of pop-up list of values, modifications to the logging of print records, and the handling of case jacket final disposition to an out of custody location. The Property Module Enhancements consist of several minor modifications to forms, reports, and navigation as identified in the Phase 1 Enhancements FRD. There is also a requirement for new functionality related to purging, letter generation, and property ledger as defined in Phase 1 Enhancements FRD. This Task includes confirmation of requirements, design Specifications, construction of Phase 1 Module enhancements, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in full operation of Phase 1 Module Enhancements.

Subtask 18.1 Confirm Requirements for the Property and Case Jacket Application Software Enhancements.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements for Property and Case Jacket Application Software Enhancements as identified in the Phase 1 Enhancements FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements change, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Property and Case Jacket Application Software Enhancements requirements.

Subtask 18.2 Confirm Requirements for the Trust Accounting Application Software Enhancements.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements for Trust Accounting Application Software Enhancements as identified in the Phase 1 Enhancements FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements for this Module change, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Trust Accounting Application Software Ehancements requirements.

Subtask 18.3 Design the Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall design the Property and Case Jacket Application Software Enhancements and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmation Report. Prototypes, including screen displays and navigation, will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 18.4 Design the Trust Accounting Application Software Enhancements.

CONTRACTOR shall design the Trust Accounting Application Software Enhancements and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmation Report. Prototypes, including screen displays and navigation, will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 18.5 Construct and Test Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall construct and test the Property and Case Jacket Application Software Enhancements. These enhancements will be constructed as designed in the system design Specifications (Subtask 18.3). The Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 18.6 Construct and Test Trust Accounting Application Software Enhancements.

CONTRACTOR shall construct and test the Trust Accounting Application Software Enhancements. These enhancements will be constructed as designed in the system design Specifications (Subtask 18.4). The Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 18.7 Provide Support to COUNTY in Conduct of User Acceptance Testing of Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 18.5) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design

Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Property and Case Jacket Application Software Enhancements. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 18.8 Provide Support to COUNTY in Conduct of User Acceptance Testing of Trust Accounting Application Software Enhancements.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 18.6) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not

resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Trust Accounting Application Software Enhancements. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 18.9 Train COUNTY Users in Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Property and Case Jacket Application Software Enhancements. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Property and Case Jacket Application Software Enhancements. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 18.10 Train COUNTY Users in Trust Accounting Application Software Enhancements.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Trust Accounting Application Software Enhancements. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Trust Accounting Application Software Enhancements. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 18.11 Provide T&M Implementation Support for Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Property and Case Jacket Application Software Enhancements. This support will ensure that user interaction with the Property and Case Jacket Application Software Enhancements is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Property and Case Jacket Application Software Enhancements in the production environment.

Subtask 18.12 Provide T&M Implementation Support for Trust Accounting Application Software Enhancements.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Trust Accounting Application Software Enhancements. This support will ensure that user interaction with the Trust Accounting Application Software Enhancements is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Trust Acounting Application Software Enhancements in the production environment.

Subtask 18.13 Maintain Production Use of Property and Case Jacket Application Software Enhancements 30 Days with No Severity 1 or 2 Problems

The Property and Case Jacket Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.11 (Module Go-Live for Property and Case Jacket Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 18.14 Maintain Production Use of Trust Accounting Application Software Enhancements 30 Days with No Severity 1 or 2 Problems

The Trust Acounting Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.12 (Module Go-Live for Trust Acounting Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 18.1 Requirements Confirmation Report for Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Property and Case Jacket Application Software Enhancements requirements based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Phase 1 Enhancements FRD Document.

Deliverable 18.2 Requirements Confirmation Report for Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Trust Acounting Application Software Enhancements requirements based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Phase 1 Enhancements FRD Document.

Deliverable 18.3 Design Specifications for the Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver system design Specifications for the Property and Case Jacket Application Software Enhancements. These Specifications and screen displays shall be consistent with requirements as specified in the Phase 1 Enhancements FRD Document. CONTRACTOR shall also prepare and present to COUNTY Prototypes, including screen displays and navigation, of these

Enhancements to ensure user that the user interface design meets user requirements.

Deliverable 18.4 Design Specifications for the Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver system design Specifications for the Trust Acounting Application Software Enhancements. These Specifications and screen displays shall be consistent with requirements as specified in the Phase 1 Enhancements FRD Document. CONTRACTOR shall also prepare and present to COUNTY Prototypes, including screen displays and navigation, of these Enhancements to ensure user that the user interface design meets user requirements.

Deliverable 18.5 Construct and Test Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver to COUNTY constructed and tested Property and Case Jacket Application Software Enhancements. These Enhancements will be constructed as designed in the approved system design Specifications (Deliverable 18.3). These Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 18.6 Construct and Test Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver to COUNTY constructed and tested Trust Acounting Application Software Enhancements. These Enhancements will be constructed as designed in the approved system design Specifications (Deliverable 18.4). These Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 18.7 Successful User Acceptance Testing of Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Enhancements.

Deliverable 18.8 Successful User Acceptance Testing of Trust Accounting Application Software Enhancements.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Enhancements.

Deliverable 18.9 Train COUNTY Users in Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Property and Case Jacket Application Software Enhancements. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Property and Case Jacket Application Software Enhancements. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 18.10 Train COUNTY Users in Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Trust Accounting Application Software Enhancements. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Trust Accounting Application Software Enhancements. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 18.11 Module Go-Live for Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Property and Case Jacket Application Software Enhancements. This support will ensure that user interaction with the Property and Case Jacket Application Software Enhancements is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Property and Case Jacket Application Software Enhancements in the production environment.

Deliverable 18.12 Module Go-Live for Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Trust Accounting Application Software Enhancements. This support will ensure that user interaction with the Trust Accounting Application Software Enhancements is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Trust Accounting Application Software Enhancements in the production environment.

Deliverable 18.13 Module Acceptance for Property and Case Jacket Application Software Enhancements.

The Property and Case Jacket Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.11 (Module Go-Live for Property and Case Jacket Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 18.14 Module Acceptance for Trust Accounting Application Software Enhancements.

The Trust Accounting Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.12 (Module Go-Live for Trust Accounting Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 19 CASE MANAGEMENT APPLICATION SOFTWARE MODULE

This Task is the development and implementation of a Case Management Application Software Module that supports the information requirements of the Community Transition Unit (CTU) including identification of inmate clients, assessement of needs, preparation of case plans, scheduling and tracking of programs and activities, measurement of outcomes, and related functions. Case Management will be a fully integrated module within JIMS. The objective of the first phase of implementation is to minimize Customizations and maximize the use of "out of the box" functionality. However, it is recognized that some minor Customizations, including reports, will be required as part of the first release of this Module. In later phases of implementation, the integrated word processing and electronic signature features for generating form letters and documents will be incorporated in the Module as well as links to the Business Intelligence component for measuring recidivism and other outcomes of inmate clients. This Task includes requirements confirmation, design Specifications, construction of a Customized Case Management Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Case Management Application Software Module.

Subtask 19.1 Confirm Requirements for the Case Management Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements based upon the "out of the box" Baseline Case Management Application Software provided by the CONTRACTOR. Upon completion of this review process, requirements will be confirmed and finalized.

Subtask 19.2 Design the Case Management Application Software Module.

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmations Report (Deliverable 19.1). It is anticipated that the Case Management Application Software Module will generally be an "out of the box" solution with little or no Customizations. A Prototype will be constructed and

demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 19.3 Construct and Test Case Management Application Software Module.

CONTRACTOR shall construct and test the Case Management Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 19.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Subtask 19.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be

resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Case Management Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 19.5 Train COUNTY Users in Case Management Application Software Module.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 19.6 Provide T&M Implementation Support for Case Management Application Software Module.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Case Management Application Software Module. This support will ensure that user interaction with the Case Management Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment, and transition to CONTRACTOR's Help Desk for support of the Case Management Application Software Module in the production environment.

Subtask 19.7 Maintain Production Use of Case Management Application Software Module 30 Days with No Severity 1 or 2 Problems

The Case Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 19.6 (Module Go-Live for Case Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 19.1 Requirements Confirmation Report.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Baseline Case Management Application Software requirements based upon the outcomes of the requirements confirmation sessions. Any new, agreed upon requirements will be incorporated through the change control process.

Deliverable 19.2 Design Specifications for the Case Management Application Software Module.

CONTRACTOR shall deliver system design Specifications for the Case Management Application Software Module. These Specifications and screen displays shall be consistent with requirements as specified in the Case Management Requirements Confirmation Report. CONTRACTOR shall also prepare and present to COUNTY screen displays of this Module to ensure user that the user interface design meets user requirements.

Deliverable 19.3 Construct and Test Case Management Application Software Module.

CONTRACTOR shall deliver to COUNTY a constructed and tested Case Management Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 19.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 19.4 Successful User Acceptance Testing of Case Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 19.5 Train COUNTY Users in Case Management Application Software Module.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 19.6 Module Go-Live for Case Management Application Software Module.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Case Management Application Software Module. This support will ensure that user interaction with the Case Management Application Software Module is fully integrated into the business processes of Custody. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Case Management Application Software Module in the production environment.

Deliverable 19.7 Module Acceptance for Case Management Application Software Module.

The Case Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 19.6 (Module Go-Live for Case Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 20 SYSTEM FINAL ACCEPTANCE

This Task consists of final acceptance of System Software following Contractor's acheivement of, and County's written approval of the Work associated with System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 20.1 Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 20.1 System Final Acceptance

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following County's written approval of the Work associated with System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Appendix I: Severity Level Definition

Severity 1 (Critical) Severe with no

workaround

The defect is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.

Severity 2 (Severe) Severe with workaround

Defects make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.

Severity 3 (Minor)

The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.

Severity 4 (Cosmetic)

This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

Appendix II: Functional Requirements Definition and Other Reference Documents

1. Event Tracking (Title 15) Enhancements Functional Requirements Document, dated March 30, 2009 ("Title 15 FRD");

2. Pay For Stay Module Requirements Definition, dated May, 2009("Pay-For-Stay Requirements Definition");

3. Concept of Operations for Visits Management, dated November, 2006 ("Concept of Operations for Visits Management");

4. Visits Management Functional Requirements Definition, dated March 27, 2009 ("Vists Management FRD");

5. TCIS Interface Data Mapping Document, dated May 2009 ("TCIS Interface Data Mapping Document");

6. JIMS Phase 1 Module Enhancements Functional Requirements Definition, dated May, 2009 ("Phase 1 Enhancements FRD").

Exhibit C Attachment C-1 (Phase 1 Price and Schedule of Payments)
[Amended and Restated under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
PHASE 1 DELIVERABLES							
1.0 Project Planning and Project Management							
	1.1 Project Control Document		$9,563.70	$11,436.30	$0.00	$21,000.00	Based upon 20 person-days.
	1.2 Project Status Reports (12 Monthly Invoices of $8,775 each)		$45,905.78	$54,894.22	$4,500.00	$105,300.00	Based upon 8 person-days per month and total of 10 days on-site.
	Total For Task		**$55,469.48**	**$66,330.52**	**$4,500.00**	**$126,300.00**	
2.0 Web-Based Access to Inmate Information Module							
	2.6 Constructed and Tested Inmate Inventory and Housing History Queries		$11,476.44	$13,723.56	$1,350.00	$26,550.00	Half the fixed price for this query including 3 days on-site.
	2.7 Constructed and Tested General Portal Query with Drill Down Capability		$15,301.93	$18,298.07	$1,800.00	$35,400.00	Half the fixed price for the portal query and minor changes of deliverables 2.1 and 2.2. Also includes 4 days on-site.
	2.8 Constructed and Tested Label Generation and Related Reports for Non-financial Components		$10,280.98	$12,294.02	$1,350.00	$23,925.00	Half the fixed price for this query including 3 days on-site.
	2.12 Trained COUNTY Users in Query Access to Inmate Information	T&M	$2,390.93	$2,859.07	$2,250.00	$7,500.00	T&M for 5 days training on-site.
	2.13 Module Go-Live for Inmate Query Module	T&M	$2,869.11	$3,430.89	$1,350.00	$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	2.14 Module Acceptance for Inmate Query Module		$37,059.35	$44,315.65		$81,375.00	Half the fixed price for all queries for this module (excl del. 2.12 and 2.13).
	2.14 Module Acceptance for Inmate Query Module - Intial Maintenance Payment*		$8,275.00			$8,275.00	Equal to 25% of first-year maintenance.
	Total For Task		**$87,653.74**	**$94,921.26**	**$8,100.00**	**$190,675.00**	
3.0 Classification Application Software Module							

Exhibit C Attachment C-1 (Phase 1 Price and Schedule of Payments)
[Amended and Restated under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	3.1 Design Specifications and Prototype for the Classification Application Software.	T&M	$1,823.00	$2,180.00	$0.00	$4,003.00	***Initial analysis and design prior to deferring deliverables 3.2 through 3.6 for the Classification Module to Phase 2.***
	Total For Task		**$1,823.00**	**$2,180.00**	**$0.00**	**$4,003.00**	
4.0 Case Jacket Tracking Application Software Module							
	4.2 Constructed and Tested Case Jacket Tracking Application Software Module		$14,345.56	$17,154.44	$4,500.00	$36,000.00	Half the fixed price for this module (excl. del 4.4 and 4.5) including 10 days on-site.
	4.4 Trained COUNTY Users in Case Jacket Tracking Application Software Module	T&M	$1,912.74	$2,287.26	$1,800.00	$6,000.00	T&M for 4 days training on-site.
	4.5 Module Go-Live for Case Jacket Tracking Application Software Module	T&M	$1,912.74	$2,287.26	$900.00	$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module		$14,345.56	$17,154.44		$31,500.00	Half the fixed price for this module (excl. del 4.4 and 4.5).
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module - Initial Maintenance Payment*		$4,716.00			$4,716.00	Equal to 25% of first-year maintenance.
	Total For Task		**$37,232.60**	**$38,883.40**	**$7,200.00**	**$83,316.00**	
5.0 Property Tracking Application Software Module							
	5.2 Constructed and Tested Property Tracking Application Software Module		$16,736.48	$20,013.52	$4,500.00	$41,250.00	Half the fixed price for this module (excl. del 5.4 and 5.5) including 10 days on-site.
	5.4 Trained COUNTY Users in Property Tracking Application Software Module	T&M	$1,912.74	$2,287.26	$1,800.00	$6,000.00	T&M for 4 days training on-site.
	5.5 Module Go-Live for Property Tracking Application Software Module	T&M	$1,912.74	$2,287.26	$900.00	$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	5.6 Module Acceptance for Property Tracking Application Software Module		$16,736.48	$20,013.52		$36,750.00	Half the fixed price for this module (excl. del 5.4 and 5.5).
	5.6 Module Acceptance for Property Tracking Application Software Module - Initial Maintenance Payment*		$6,776.00			$6,776.00	Equal to 25% of first-year maintenance.
	Total For Task		**$44,074.44**	**$44,601.56**	**$7,200.00**	**$95,876.00**	

Exhibit C Attachment C-1 (Phase 1 Price and Schedule of Payments)
[Amended and Restated under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
6.0 Agency Billing Application Software Module							
	6.1 Technical Support for for Agency Billing Application Software Module	T&M	$4,781.85	$5,718.15	$4,500.00	$15,000.00	***T&M for 10 days techncial assistance on-site prior to deferring deliverables 6.2 through 6.7 to Phase 2.***
	Total For Task		**$4,781.85**	**$5,718.15**	**$4,500.00**	**$15,000.00**	
7.0 Medical Co-Pay and Pay-For-Stay Interfaces							***The Pay-For-Stay Interface was deferred to Phase 2 including deliverables 7.4 through 7.6 and the Pay-For-Stay components of deliverables 7.7 thorugh 7.9.***
	7.2 Constructed and Tested Medical Co-Pay Interface	T&M	$8,846.15	$10,578.86	$3,600.00	$23,025.00	**Based upon half the price for this** interface including 8 days on-site.
	7.8 Go-Live for Medical Co-Pay T&M Interface	T&M	$2,869.02	$3,430.98	$900.00	$7,200.00	T&M for implementation support with 2 days on-site.
	7.9 Final Acceptance for Medical Co-Pay T&M Interface		$8,846.15	$10,578.86		$19,425.00	**Based upon half the price for the** interface.
	Total For Task		**$20,561.31**	**$24,588.69**	**$4,500.00**	**$49,650.00**	
8.0 XML Interface Software Module and Customized T&M Interfaces							
	8.2 Module Acceptance for XML Interface Software Module		$19,719.45	$23,580.55		$43,300.00	Software licensing costs for this module including tax.
	8.2 Module Acceptance for XML Interface Software Module - Initial Maintenance Payment*		$2,400.00			$2,400.00	Equal to 25% of first-year maintenance.
	8.4 Constructed and Tested Customized AJIS/RAJIS T&M Interfaces	T&M	$19,844.69	$23,730.31	$1,800.00	$45,375.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	8.6 Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces	T&M	$1,434.56	$1,715.44	$1,350.00	$4,500.00	T&M for 3 days training on-site.
	8.7 Go-Live for Customized AJIS/RAJIS T&M Interfaces	T&M	$2,869.11	$3,430.89	$1,350.00	$7,650.00	T&M for 6 days implementation support with 3 days on-site.

Exhibit C Attachment C-1 (Phase 1 Price and Schedule of Payments)
[Amended and Restated under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	8.8 Acceptance of Customized AJIS/RAJIS T&M Interfaces		$19,844.69	$23,730.31		$43,575.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	Total For Task		**$66,112.50**	**$76,187.50**	**$4,500.00**	**$146,800.00**	
9.0 System Final Acceptance							
	9.1 System Final Acceptance					$353,411.08	Release of Holdback upon final system acceptance(excl pool dollars).
	Stub Period Maintenance - Trust Accounting Only					**$27,902.00**	
	Maintenance - First Nine Months					**$87,426.00**	
	Maintenance - March 2009 to Amendment No. 2 Effective Date					**$61,560.00**	
	Pool Dollars - Phase 1 Actual Total					**$339,075.00**	Includes Holdbacks; Actual expenditures.
	Total All-in to Phase 1 Final Acceptance		**$317,708.92**	**$353,411.08**	**$40,500.00**	**$1,227,583.00**	

Phase 1 Labor Rates:
Hourly Labor Rate: $150/hour
Daily Labor Rate: $1050/day

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (Including Out of Pocket Amount and Holdback)	Notes
PHASE 2 STAGE 1 DELIVERABLES							
10.0 Phase 2 Project Planning and Project Management							
	10.1 Project Control Document						
	10.2 Project Status Reports (18 Monthly Invoices)		$378,675.00	$66,825.00	$49,875.00	$495,375.00	Based upon fixed fee per month for 18 months plus total of 95 days OOP for on-site travel.
	Total For Task		**$378,675.00**	**$66,825.00**	**$49,875.00**	**$495,375.00**	
11.0 Title 15 Application Software Module							
	11.1 Requirements Confirmation Report		$2,868.75	$506.25	$1,575.00	$4,950.00	
	11.2 Design Specifications and Prototype for the Title 15 Application Software Module		$96,581.25	$17,043.75	$3,150.00	$116,775.00	App. 35% of the fixed price for this module (excl. del 11.4, 11.5, and 11.6 and OOP exp).
	11.3 Constructed and Tested Title 15 Application Software Module		$101,362.50	$17,887.50	$0.00	$119,250.00	App. 35% of the fixed price for this module (excl. del 11.4, 11.5, and 11.6 and OOP exp).
	11.4 Successful User Acceptance Testing of Title 15 Application Software Module	T&M	$34,425.00	$6,075.00	$8,925.00	$49,425.00	T&M for 36 days of UAT support.
	11.5 Trained COUNTY Users in Title 15 Application Software Module	T&M	$19,125.00	$3,375.00	$8,400.00	$30,900.00	T&M for 20 days training support.
	11.6 Module Go-Live for Title 15 Application Software Module	T&M	$56,418.75	$9,956.25	$6,825.00	$73,200.00	T&M for 59 days implementation support.
	11.7 Module Acceptance for Title 15 Application Software Module		$89,887.50	$15,862.50	$0.00	$105,750.00	App. 30% of the fixed price for this module (excl. del 11.4, 11.5, and 11.6 and OOP exp).
	Total For Task		**$400,668.75**	**$70,706.25**	**$28,875.00**	**$500,250.00**	
12.0 Pay-for-Stay Interface							
	12.1 Requirements Confirmation Report for Pay-for-Stay Software Module				$1,575.00	$1,575.00	

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	12.2 Design Specifications and Prototype for Pay-for-Stay Software Module		$21,037.50	$3,712.50	$2,625.00	$27,375.00	this module (excl. del 12.4, 12.5, and 12.6 and OOP exp).
	12.3 Constructed and Tested Pay-for-Stay Software Module		$38,250.00	$6,750.00	$0.00	$45,000.00	this module (excl. del 12.4, 12.5, and 12.6 and OOP exp).
	12.4 Successful User Acceptance Testing of Classification Application Software Module	T&M	$5,737.50	$1,012.50	$1,575.00	$8,325.00	T&M for 3 days of UAT support with another delivery.
	12.5 Trained COUNTY Users in Pay-for-Stay Software Module	T&M	$11,475.00	$2,025.00	$2,100.00	$15,600.00	T&M for 12 days training support.
	12.6 Module Go-Live for Pay-for-Stay Software Module	T&M	$1,912.50	$337.50	$0.00	$2,250.00	T&M for 2 days implementation support.
	12.7 Module Acceptance for Pay-for-Stay Software Module		$14,343.75	$2,531.25	$0.00	$16,875.00	this module (excl. del 12.4, 12.5, and 12.6 and OOP exp).
	Total For Task		**$92,756.25**	**$16,368.75**	**$7,875.00**	**$117,000.00**	
13.0 Fit-Gap Analysis For Consolidated Booking Application Software Module							
	13.1 Preliminary Fit-Gap Analysis Report for the Consolidated Booking Application Software Module		$43,987.50	$7,762.50	$10,500.00	$62,250.00	App 50% of the total cost for this deliverable.
	13.2 Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module		$43,987.50	$7,762.50	$7,875.00	$59,625.00	App 50% of the total cost for this deliverable.
	Total For Task		**$87,975.00**	**$15,525.00**	**$18,375.00**	**$121,875.00**	
14.0 Fit-Gap Analysis For Legal Cases and Documents Application Software Module							
	14.1 Preliminary Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module		$45,900.00	$8,100.00	$18,900.00	$72,900.00	App 50% of the total cost for this deliverable.
	14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module		$45,900.00	$8,100.00	$15,750.00	$69,750.00	App 50% of the total cost for this deliverable.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	Total For Task		**$91,800.00**	**$16,200.00**	**$34,650.00**	**$142,650.00**	
15.0 Visits Management Application Software Module							
	15.1 Requirements Confirmation Report		$14,343.75	$2,531.25	$5,250.00	$22,125.00	App. 10% of the fixed price for this module (excl. del 15.4, 15.5 and 15.6 and OOP exp).
	15.2 Design Specifications and Prototype for the Visits Management Application Software Module		$44,943.75	$7,931.25	$0.00	$52,875.00	App. 30% of the fixed price for this module (excl. del 15.4, 15.5 and 15.6 and OOP exp).
	15.3 Constructed and Tested Visits Management Application Software Module		$51,637.50	$9,112.50	$0.00	$60,750.00	App. 35% of the fixed price for this module (excl. del 15.4, 15.5 and 15.6 and OOP exp).
	15.4 Successful User Acceptance Testing of Visits Management Application Software Module	T&M	$9,562.50	$1,687.50	$5,250.00	$16,500.00	T&M for 10 days of UAT support.
	15.5 Trained COUNTY Users in Visits Management Application Software Module	T&M	$16,256.25	$2,868.75	$13,125.00	$32,250.00	T&M for 17 days training support.
	15.6 Module Go-Live for Visits Management Application Software Module	T&M	$14,343.75	$2,531.25	$7,875.00	$24,750.00	T&M for 15 days implementation support.
	15.7 Module Acceptance for Visits Management Application Software Module		$116,078.13	$20,484.38		$136,562.50	Software licensing costs for this module plus 9.25% sales tax.
	15.7 Module Acceptance for Visits Management Application Software Module		$37,293.75	$6,581.25		$43,875.00	App. 25% of the fixed price for this module (excl. del 15.4, 15.5 and 15.6 and OOP exp).
	Total For Task		**$304,459.38**	**$53,728.13**	**$31,500.00**	**$389,687.50**	
16.0 JIMS Upgrade to Oracle 10g							
	16.1 Oracle 10g Migration Plan		$28,687.50	$5,062.50	$5,250.00	$39,000.00	App. 15% of the fixed price for this module (excl. del 16.5, 16.6, and 16.7 and OOP exp).
	16.2 Migrated JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System		$19,125.00	$3,375.00	$0.00	$22,500.00	App. 10% of the fixed price for this module (excl. del 16.5, 16.6, and 16.7 and OOP exp).

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	16.3 Migrated JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g		$20,081.25	$3,543.75	$0.00	$23,625.00	App. 10% of the fixed price for this module (excl. del 16.5, 16.6, and 16.7 and OOP exp).
	16.4 System Tested Oracle 10g Version of JIMS Phase 1 Application Software Modules		$70,762.50	$12,487.50	$0.00	$83,250.00	App. 35% of the fixed price for this module (excl. del 16.5, 16.6, and 16.7 and OOP exp).
	16.5 Successful User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	$70,762.50	$12,487.50	$13,125.00	$96,375.00	T&M for 74 days of UAT support.
	16.6 Trained COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	$19,125.00	$3,375.00	$10,500.00	$33,000.00	T&M for 20 days training support.
	16.7 Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	$95,625.00	$16,875.00	$7,350.00	$119,850.00	T&M for 100 days implementation support.
	16.8 Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules		$57,375.00	$10,125.00	$0.00	$67,500.00	App. 30% of the fixed price for this module (excl. del 16.5, 16.6, and 16.7 and OOP exp).
	Total For Task		**$381,543.75**	**$67,331.25**	**$36,225.00**	**$485,100.00**	
17.0 Interface Upgrades and TCIS (Trial Courts Information Systm) Interface Development							
	17.1 Define Requirments to Migrate JIMS Phase 1 Interface to Oracle 10g		$4,781.25	$843.75	$1,575.00	$7,200.00	App 5% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.2 Design the Migration of JIMS Phase 1 Interface to Oracle 10G		$25,818.75	$4,556.25	$1,575.00	$31,950.00	App 20% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.3 Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g		$67,893.75	$11,981.25	$0.00	$79,875.00	App 50% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.4 Install and Test Version 5 of xTAG		$8,606.25	$1,518.75	$1,050.00	$11,175.00	App 7% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	17.5 Provide T&M Support to COUNTY in Conduct of User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	$9,562.50	$1,687.50	$1,050.00	$12,300.00	T&M for 10 days of UAT support.
	17.6 Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	$9,562.50	$1,687.50	$1,575.00	$12,825.00	T&M for 10 days of impementation support.
	17.7 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems		$7,650.00	$1,350.00	$0.00	$9,000.00	App 10% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.8 Define Requirements to Develop TCIS Interface in Support of Legal Documents Module		$38,250.00	$6,750.00	$1,575.00	$46,575.00	App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	17.9 Design the TCIS Interface in Support of Legal Documents Module		$38,250.00	$6,750.00	$1,575.00	$46,575.00	App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	17.10 Construct and Test the TCIS Interface in Support of Legal Documents Module		$94,668.75	$16,706.25	$0.00	$111,375.00	App 50% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	17.11 Provide T&M Support to COUNTY in Conduct of User Acceptance Testing of TCIS Interface in Support of Legal Documents Module	T&M	$9,562.50	$1,687.50	$5,250.00	$16,500.00	T&M for 10 days of UAT support.
	17.12 Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module	T&M	$9,562.50	$1,687.50	$3,150.00	$14,400.00	T&M for 10 days of impementation support.
	17.13 Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems		$10,518.75	$1,856.25	$0.00	$12,375.00	App 10% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	Total For Task		**$334,687.50**	**$59,062.50**	**$18,375.00**	**$412,125.00**	
18.0 Phase 1 Application Software Enhancements							
	18.1 Confirm Requirements for Property and Case Jacket Application Software Enhancements		$9,562.50	$1,687.50	$3,675.00	$14,925.00	App. 10% of the fixed price for this module (excl. del 18.7, 18.9, and 18.11 and OOP exp).

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	18.2 Confirm Requirements for Trust Accounting Application Software Enhancements		$8,606.25	$1,518.75	$4,725.00	$14,850.00	App. 10% of the fixed price for this module (excl. del 18.8, 18.10, and 18.12 and OOP exp).
	18.3 Design the Property and Case Jacket Application Software Enhancements		$28,687.50	$5,062.50	$7,875.00	$41,625.00	App. 30% of the fixed price for this module (excl. del 18.7, 18.9, and 18.11 and OOP exp).
	18.4 Design the Trust Accounting Application Software Enhancements		$24,862.50	$4,387.50	$5,250.00	$34,500.00	App. 30% of the fixed price for this module (excl. del 18.8, 18.10, and 18.12 and OOP exp).
	18.5 Construct and test Property and Case Jacket Application Software Enhancements		$34,425.00	$6,075.00	$0.00	$40,500.00	App. 35% of the fixed price for this module (excl. del 18.7, 18.9, and 18.11 and OOP exp).
	18.6 Construct and test Trust Accounting Application Software Enhancements		$28,687.50	$5,062.50	$0.00	$33,750.00	App. 35% of the fixed price for this module (excl. del 18.8, 18.10, and 18.12 and OOP exp).
	18.7 Provide support to County in conduct of User Acceptance Testing of Property and Case Jacket Application Software Enhancements	T&M	$1,912.50	$337.50	$525.00	$2,775.00	T&M for 2 days of UAT support.
	18.8 Provide support to County in conduct of User Acceptance Testing of Trust Accounting Application Software Enhancements	T&M	$2,868.75	$506.25	$525.00	$3,900.00	T&M for 3 days of UAT support.
	18.9 Train County trainers in Property and Case Jacket Application Sotware Enhancements	T&M	$1,912.50	$337.50	$1,050.00	$3,300.00	T&M for 2 days training support.
	18.10 Train County trainers in Trust Accounting Application Sotware Enhancements	T&M	$2,868.75	$506.25	$1,575.00	$4,950.00	T&M for 3 days training support.
	18.11 Module Go-Live Support for Property and Case Jacket Application Software Enhancments	T&M	$13,387.50	$2,362.50	$3,675.00	$19,425.00	T&M for 14 days implementation support.
	18.12 Module Go-Live Support for Trust Accounting Application Software Enhancments	T&M	$24,862.50	$4,387.50	$5,250.00	$34,500.00	T&M for 26 days implementation support.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	18.13 Module Acceptance for Property and Case Jacket Application Software Enhancments		$25,818.75	$4,556.25	$0.00	$30,375.00	App. 25% of the fixed price for this module (excl. del 18.7, 18.9, and 18.11 and OOP exp).
	18.14 Module Acceptance for Trust Accounting Application Software Enhancments		$20,081.25	$3,543.75	$0.00	$23,625.00	App. 25% of the fixed price for this module (excl. del 18.8, 18.10, and 18.12 and OOP exp).
	Total For Task		**$228,543.75**	**$40,331.25**	**$34,125.00**	**$303,000.00**	
19.0 Case Management Software Application Management Module							
	19.1 Requirements Confirmation Report		$11,475.00	$2,025.00	$4,200.00	$17,700.00	App. 10% of the fixed price for this module (excl. del 19.4, 19.5 and 19.6 and OOP exp).
	19.2 Design Specifications and Prototype for the Case Management Application Software Module		$34,425.00	$6,075.00	$1,575.00	$42,075.00	App. 30% of the fixed price for this module (excl. del 19.4, 19.5 and 19.6 and OOP exp).
	19.3 Constructed and Tested Case Management Application Software Module		$42,075.00	$7,425.00	$1,575.00	$51,075.00	App. 35% of the fixed price for this module (excl. del 19.4, 19.5 and 19.6 and OOP exp).
	Case Management Application Software Module	T&M	$9,562.50	$1,687.50	$2,625.00	$13,875.00	
	19.5 Trained COUNTY Users in Case Management Application Software Module	T&M	$23,906.25	$4,218.75	$5,250.00	$33,375.00	
	19.6 Module Go-Live for Case Management Application Software Module	T&M	$9,562.50	$1,687.50	$2,625.00	$13,875.00	
	19.7 Module Acceptance for Case Management Application Software Module		$116,078.13	$20,484.38		$136,562.50	Software licensing costs for this module plus 9.25% sales tax.
	19.7 Module Acceptance for Case Management Application Software Module		$31,556.25	$5,568.75		$37,125.00	App. 25% of the fixed price for this module (excl. del 19.4, 19.5 and 19.6and OOP exp).
	Total For Task		**$278,640.63**	**$49,171.88**	**$17,850.00**	**$345,662.50**	

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Added under Amendment No. 2]

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
20.0 System Final Acceptance							
	20.1 System Final Acceptance - Phase 2 Stage 1					$455,250.00	15% Holdback Payment upon System Final Acceptance.
	Total All-in to Phase 2 Stage 1 Final Acceptance		**$2,579,750.00**	**$455,250.00**	**$277,725.00**	**$3,312,725.00**	
	Pool Dollars - Phase 2 Stage 1 Total					**$662,545.00**	20% of Phase 2 Requirements
	Aggregate Maintenance Fees - Year 1					**$158,398.00**	
	Aggregate Maintenance Fees - Year 2					**$238,734.00**	
	Maximum Phase 2 Stage 1 Contract Sum					**$4,372,402.00**	

Phase 2 Stage 1 Labor Rates:
Hourly Labor Rate: $150/hour
Daily Labor Rate: $1125/day
(8 hour day)

EXHIBIT D

DESCRIPTION OF SOFTWARE

[Amended and Restated under Amendment No. 2]

JAIL INFORMATION MANAGEMENT SYSTEM

(JIMS)

Module Descriptions for Phase 1, Phase 2-Stage 1 and Future

Table of Contents:

PHASE 1 MODULES 4

1. Trust Accounting 4
2. xTAG/XML INTERFACE ENGINE 5
3. Event Tracking (Title 15 Pilot) 5
4. Property Management 5
5. Trust Accounting Interface-Formally Keefe Interface 6
6. Inmate Inquiry 6
7. Case Jacket Tracking 6
8. Medical Co-Pay 7

PHASE2, STAGE 1 MODULES 8

1. Comprehensive Event Tracking (Title 15) 8
2. 10g Upgrade 8
3. Trial Court Information System (TCIS) Interface 9
4. Pay for Stay 9
5. Visitor Management 9
6. Community Case Management System 10
7. xTAG/XML Upgrade to Version 5 11

FUTURE PHASE MODULES 13

1. Agency Billing 13
2. Schedules, Movements & Housing 13
3. Classification 13
4. Pre-Book (Consolidated Booking) 14
5. Legal Cases 14
6. Sentence Calculation 15
7. Movement Enhancements 15
8. Business Intelligence 16
9. Risk Management 16
10. Transportation 16
11. Security Application 17
12. Admission and Release (Consolidated Booking) 17
13. Gangs and Non-Associations 18
14. Auto Triggers (Workflow) 18
15. Incidents & Offenses in Custody 18
16. Requests & Grievances 19
17. Programs & Services 19
18. Security Threat Groups (STGs) 20
19. Biometrics - Single Fingerprint Verification 21

20. Imaging 21
21. Signature Capture 21
22. JIMS/TAG Integrated Word Processing (IWP) 21
23. External Agency Access 22

PHASE 1 Modules

1. Trust Accounting

The JIMS/TAG Trust Accounting module is a powerful double-entry system that conforms to GAAP standards. It has been greatly enhanced through over ten years of successful operation in large and small jurisdictions. Agencies are given a wide degree of flexibility in how they set up and administer their trust accounting system according to their standards and practices. Agencies can divide trust accounts into sub-accounts to reflect different ways of accumulating funds, and maintain a desirable minimum balance for a sub-account that can be customized for an individual inmate. JIMS/TAG can then allocate inmate receipts or income to a specific sub-account as the agency's business rules define.

Users can track inmate obligations to third parties, inside the institution (restitution, fines, etc.) or outside (child support, victim surcharges), and set up an automatic deduction from inmate receipts to satisfy these obligations. Deduction percentage, amount and priority are user-definable and customizable for each individual inmate, or on a global basis. One JIMS/TAG Trust Account screen shows all of an inmate's balances, obligations, and transaction histories including G/L postings, distinguishing between current funds available for spending) vs. holds (reserved for a specific purpose). Users can print statements for inmates showing account balances or a complete transaction log.

Movements of inmates between jails within the agency's jurisdiction, or transfer of inmates from an institution to the community, need not require the reentry of the inmate's financial data. Where JIMS/TAG is running in multiple facilities, users can easily transfer inmate funds and balances to another institution. (Funds are moved through a system-generated check.)

To correct errors, users can easily reverse transactions or make adjustments between two trust accounts or between one trust account and one general ledger account. All corrections produce corresponding audit trail entries.

Users can generate and print checks against the trust fund for transactions that the agency has defined as check-generating. JIMS/TAG maintains a log of pending checks that can be printed at any time on blank checks provided by the agency's bank (with matching check-numbering). Check payees are stored in a master file so they need only be entered once. JIMS/TAG keeps a log of checks issued, so that users can void a check if necessary.

Users can follow systematic and clearly-documented procedures for shift-end, month-end and year-end, and customize such procedures at each

facility. Customizable procedures include full routines for cash, bank and account reconciliation to secondary sources, formal closing, and reporting. JIMS/TAG tracks month-end and year-end closing values for every G/L account.

The JIMS/TAG Trust Accounting module has a wide range of pre-defined accounting reports, including:

- General Ledger Transactions (for a specific G/L account/date range, or complete for a month)
- Balance Sheet
- Inmate Trust Account Balances
- Bank Transactions including Reconciliations

2. xTAG/XML INTERFACE ENGINE

The primary function of the xTAG module implementation was to build a one way backbridge between AJIS and JIMS/TAG to enable the implementation of JIMS/TAG modules.
Through the use of the xTAG middleware engine, a database-driven approach has been implemented to provide interfacing solutions between JIMS and other applications. xTAG has been designed to meet the evolving DOJ XML standards.

Currently, from one end of the justice system to the other, there are many different "islands of information", each with their own data models and platforms. With the growing demand for better information sharing there has been a drive towards the integration and normalizing of data to enable multiple diverse applications to communicate with one another and make use of the information. The Department of Justice (DOJ) has developed a common standard for Information sharing — Global Justice XML Data Model (GJXDM).

3. Event Tracking (Title 15 Pilot)

Every local detention facility in the State of California must comply with the minimum standards that are cited as a part of Title 15 Crime Prevention and Corrections. The JIMS/TAG Title 15 product supports the majority of the data capture required to document compliance with the minimum standards. A number of the requirements in Title 15 require certain events be performed with a mandated frequency. (i.e. showering of inmates every other day, weekly exchange of bedding, towels, etc). As each offender proceeds through the event their wrist band or ID card is scanned and a record of the event transaction is added to JIMS/TAG case management record.

4. Property Management

The JIMS/TAG Property Management Module tracks items of property

deposited by inmates upon admission or at any time during custody. Items are described and assigned to property drawers, lockers, hangers, boxes or cells with a unique locator number. The module is also used to track any items issued to offenders by the facility.

Typical tasks commonly performed using the JIMS/TAG Property module includes:

- Quickly check property in and out of the facility for temporary absences or court appearances.
- Generate date/time-stamped receipts for any property transaction.
- Continually track the condition of each item.
- Record cash and foreign currencies as property.
- Use JIMS/TAG Imaging to record images of each item along with the property detail.
- Manage the issuing of institutional clothing and other items. Fields are provided for the type of item, its condition, make, and serial number and a comments field. The property user is automatically identified by the JIMS audit trail.
- The system will generate a property receipt that may include the inmate signature.
- The system also supports the printing of a barcode label. The label can be affixed to property items or property storage units.

5. Trust Accounting Interface-Formally Keefe Interface

With the replacement of Canteen Corp's commissary by Keefe Commissary, an interface between the Keefe Commissary system and the JIMS/TAG-Trust accounting module was required. The interface enables transactions (sales/returns) to be processed and also enables Keefe to query against inmate balances to ensure adequate funds are available for purchases.

6. Inmate Inquiry

The TAG Inmate Inquiry Module allows users to search and retrieve an inmate booking record using specified criteria. Retrieved results will include all of the search criteria elements as column headings and where multiple results are returned users will be permitted to re-sort them by selecting the columns to sort against, and whether the order should be ascending or descending.

7. Case Jacket Tracking

Case Jacket Tracking permits the production and scanning of barcode labels on paper files in order to track the movement of a Case Jacket from one location to another within a facility. A history of Case Jacket scanning is also maintained in order to provide an audit trail of the

Jacket's movements. Thus, the location of the case jacket is known at all times.

Case Jacket tracking permits tracking and archiving of Case Jackets. The archive is date stamped and the physical location of the archived file is recorded.

8. Medical Co-Pay

The Medical Co-Pay functional requirement was developed as an interface between JHIS and the Syscon Justice System's Trust Accounting module. The purpose of this functionality is to debit and credit inmate trust accounts for the provision of medical services.

Phase2, Stage 1 Modules

1. Comprehensive Event Tracking (Title 15)

Currently, the process to record some inmate event activities for compliance with the state regulations for Title 15 is done manually on a commonly known document called the "Blue book" or Uniform Activity Daily Log (UDAL). If questions or queries are required against the services and activities provided to the inmate, officers are required to search through many paper-based UDAL's in order to find and collate the answers.

Handheld mobile scanners were implemented as part of Phase 1 of JIMS where particular events (e.g. security checks, linen exchange) are being tracked and the information stored within the JIMS/TAG application. Currently, the pilot is only deployed at particular locations as a batch solution, but a deployment strategy is being planned to expand the rollout. As part of the go forward plan, the pilot will be expanded to capture information within Title 15 and will utilize the wireless network capabilities within LASD to enable officers to perform real time updates of the information captured with the mobile scanners to the backend JIMS database.

2. 10g Upgrade

The JIMS/TAG product is generally kept current with new releases of the associated Oracle technologies. Once the decision to move from one generation of Oracle technology to the next is taken, new product development on the previous technological generation is wound down and a new release of JIMS/TAG is cut on the newer technology platform.

Development of JIMS/TAG does not stand still between technological releases of JIMS/TAG. Functional enhancements continue to be made to the product to meet the changing needs of the marketplace. With each new technology release of JIMS/TAG the numerous enhancements made during the previous generation are propagated forward into the new release.

As a general rule, functional improvements to JIMS/TAG are evolutionary, extending the product and its data model with additional features and data objects with few actual changes to the existing data model. As a result, customer data can readily be copied forward from an older JIMS/TAG release into the Oracle database of the newer release.

Work related to the implementation of JIMS/TAG for other implementations resulted in a number of significant improvements to the look, performance and scalability of JIMS/TAG. These changes have been included in the new JIMS/TAG 10g technology release. As a result,

there are a number of significant changes in the JIMS/TAG underlying data model.

A technology upgrade to the existing JIMS system consists of four main activities or steps:

- Baseline the existing production environment; this includes determining which customized specific enhancements have been applied to the system, comparing those enhancement to current product behavior, and determine a go-forward strategy of each of these differences.
- Per the plan developed above, migrate or re-implement the customized specific enhancements onto the new technological platform.
- Validate the new JIMS/TAG release and the migrated enhancements against specific data and business practices.
- Installation and delivery of the new system to the end user community

3. Trial Court Information System (TCIS) Interface

The TCIS interface accepts transactions and posting routines from the Trial Court Information System to the Syscon Legal Documents Module. The TCIS interface data includes, but is not limited to, court cases, calendared events, outcomes, dispositions, sentencing, post-sentencing and related court order data for inmates in custody. The TCIS interface data will populate the relevant Oracle 10g Data Model.

4. Pay for Stay

Pay for Stay is used where an inmate's per diem/maintenance costs are eligible to be charged to the inmate's trust account for his/her stay when assigned to a jail as a result of a conviction. These services can include an inmate's stay in a facility (room and board) and for any miscellaneous charges (i.e., medical visits, transportation costs, etc.).

Room-and-board charges for inmates on work release or home detention programs can be recorded as a per diem deduction from the agency's total billing record. JIMS uses the per diem rates to calculate the accumulated fee, which can be processed by the Trust Accounting module.

5. Visitor Management

The Visitor Management module maintains facility-specific, inmate-specific and visitor-specific rules governing visit scheduling and visiting privileges. Staff can define visit locations and times to assist in maintaining complete control over the visits process. Furthermore, the system maintains a comprehensive listing of individuals permitted to visit with a particular inmate. A quick search of the database provides a list of proposed visitors entering the facility. Visitor records provide a detailed profile of each potential visitor, including the visitor's photograph, identification and relationship to the offender.

The JIMS/TAG Visitor module also has the capability to cross-reference visitor records to quickly determine information such as whether an individual is known to other inmates at a facility. In order to ensure flexibility, temporary and/or permanent visit restrictions can be placed on visitors and/or inmates. The system records the date, time, place, duration and the person visiting each inmate, thereby allowing a user to instantaneously view a visit history for a given day, visit cycle, entire year or more.

6. Community Case Management System

Based on a 'continuum of care' concept, the Community Case Management System provides a comprehensive series of software modules specifically designed to handle aspects of inmate management as an inmate transitions from life in jail to life in the community.

Key features of the TAG Community Case Management System include:

- Creation of a single, unified inmate record that is 'shared' by both institutional personnel and community case management officers.
- Real time access to client information via a web interface.
- Full intake and discharge capability for opening and closing 'electronic' client files.
- An assessment feature that allows an agency to create and update its own on-line assessments (including a risk/needs assessment) and 'embed' third party assessment tools directly into the system.
- Case plan functionality for completing an initial case plan and updating this plan as needed.
- Manual and automated case notes capability to capture and display a complete chronology of notes associated with each client.Integrated scheduling functionality to generate single and multi-event schedules and identify schedule conflicts at both the institutional and community levels.
- An on-line programs and services directory with the ability to identify available programs, refer clients to programs and track client attendance and progress/results.
- Inquiry screens for viewing key legal information (charges, sentences, release dates, court dates), personal and professional contact detail,

alert information, alias names and alpha-numeric identifiers, address histories, employment and education detail, military involvement, etc.

- Caseload and workload features for assigning and transferring files to case officers. Also includes inquiry screens that identify both officer and office caseloads, associated work and diary/due dates.
- Integrated word processing and electronic signature capture for generating and storing forms and reports using previously entered client information.
- Imaging for assisting in the identification of clients.
- A workflow mechanism that utilizes pre-defined triggers to generate automated messages and direct associated tasks to applicable staff. This includes the ability to create system messages when a client is re-arrested and booked into a jail.
- A 'mobile' version of the software application that provides officers with key system features and functions while working in the field. Includes synchronization capability.
- Standard and ad hoc reporting capabilities and the ability to identify key process indicators for use in a business intelligence (management dashboard) application.

7. xTAG/XML Upgrade to Version 5

The primary function of the xTAG module implementation was to build a one way backbridge between AJIS and JIMS/TAG to enable the implementation of JIMS/TAG modules.

Through the use of the xTAG middleware engine, a database-driven approach has been implemented to provide interfacing solutions between JIMS and other applications. xTAG has been designed to meet the evolving DOJ XML standards.

Currently, from one end of the justice system to the other, there are many different "islands of information", each with their own data models and platforms. With the growing demand for better information sharing there has been a drive towards the integration and normalizing of data to enable multiple diverse applications to communicate with one another and make use of the information. The Department of Justice (DOJ) has developed a common standard for Information sharing — Global Justice XML Data Model (GJXDM).

New Functionality in xTAG Version 5.0

1. Improved Disaster Recovery
This version of xTAG will detect when the database is unavailable and stop receiving inbound messages until the database connection is restored. Once restored existing messages are sent to TAG and new messages are
again accepted.

2 Improved Error Logs
To enable quicker resolution to issues, this version of xTAG has more detailed and descriptive error messaging available in the log files and from the Administrator Web Console. Message payloads associated with a system error are now retained on the application server for easier retrieval, debugging and possible retransmission. Log files are rolled over daily to prevent the make it easier to find errors for a given day.

3. New xTAG Client
The heavy weight xTAG client user interface has been replaced with a simple and more stable command-line interface which is capable of resending messages in a disaster recovery scenario.

4. Streamlined Installation Process Installation of xTAG on the application server has been reduced to a single EAR file that contains the xTAG web service and admin console.

5. Enhanced xTAG Administrator Web Console
Administrators can now view the stacktrace and message payload associated with an error from the Administrator Web Console

6. Improved Security
Data encryption by the client has been method from using a static key phrase to using a key phrase created for each xTAG client. A key phrase is required when adding a new xTAG user account.

7. Improved Message Handling
This version of xTAG supports complex messages so that a single logical message can be handled within one database commit. (e.g. booking records with multiple arrests)

Future Phase Modules

1. Agency Billing

The Agency Billing module is used where inmate costs are billed to another agency or jurisdiction. JIMS/TAG will prepare invoices and supporting documentation, and allows review of the offender records to determine agencies to be billed and billing periods using user-defined variables such as cost per day. Multiple agencies can be recorded for a particular offender, and one agency can be designated to be billed first.

2. Schedules, Movements & Housing

This module enables the scheduling and confirmation of both internal and external inmate movements, including cell assignments and re-assignments, medical appointments, moves to the gym or law library, court appearances, temporary absences and transfers. Scheduling conflicts are displayed at the time of creation. Functionality for handling unscheduled movements is also available.

The Schedules & Movements module also provides a real time indication of an inmate's status. This can include a primary status of Active or Inactive and additional sub-statuses, such as In Transit, At Court, etc. A complete history of movement activity is maintained for each inmate.

3. Classification

The Classification module provides users with the ability to create an objective scoring system for the classification of inmates. Questionnaires are created for the various types of inmate assessments performed. Each assessment consists of one or more sections, with related questions and corresponding answers. Answers can be weighted and the final score is linked to a recommendation or outcome.

Inmate outcomes can include security level designations, recommendations for housing and program endorsements. Recommendations can be adopted or overridden and an audit trail of this activity (date/time/user) is maintained. The Classification module also provides a feature for system generation of a re-assessment date based on current and evolving agency policies.

Users can generate reports for each inmate assessment showing questions, answers, individual scores, a final score and both objective (system) and subjective (user) assessment details.

4. Pre-Book (Consolidated Booking)

The Inmate Pre-Book module is designed to enhance the transmission of electronic inmate data from time of arrest by a policing agency to time of final booking and transfer to Custody facilities.

At the time of arrest, police and sheriffs' staff are able to record incident details and produce any documents they require as part of their arrest procedures (i.e., a Statement of Cause, Arrest Details Sheet, etc.). An interface may be used to export this data to a police records system and this information remains in a queue for import into JIMS when an inmate is subsequently admitted to the jail for holding pending a court hearing.

When the inmate arrives at the jail for booking a system trigger 'transfers' relevant data into the inmate's record. This process eliminates redundant data capture and expedites the inmate booking process.

The Pre-booking process is complex due to the large number of remote agencies and numerous interface requirements. LiveScan is assumed to be the primary CAD/RMS interface. Additional required interfaces will be evaluated for integration.

5. Legal Cases

All legal information on each inmate is maintained within the framework of the Legal Cases module. A legal case can include everything that happens as a case passes through the legal process - arrests, court appearances, convictions, pre-sentence reports and/or sentencing.

Relevant detail is stored on the Legal Cases screen with the following structure:
Cases: Create a case by recording the Case number or the Information Reference number and assigning a case type, such as adult or juvenile. (Case types may be defined differently by various jurisdictions.)
Orders: Record specific orders in the case, such as the arrest warrants, court appearances, custody holding documents, convictions and sentences.
Charges: Record the charges and track their evolution (i.e., from time of arrest to time of conviction).

6. Sentence Calculation

Once legal case information has been entered into the system, the user can then enter the sentence information associated with the case.

The algorithm for calculation of sentences is specific to LASD. Factors affecting the sentence calculation algorithm commonly include:
Allowable number of terms per sentence
Defining term requirements (system definition of years, months, weeks, days)
Defining valid sentence types (definite, intermittent etc.)
Defining valid sentence terms (life, indeterminate, straight)
Defining conditions that can be attached to sentences
Rules for handling consecutive sentences
Rules for calculation and application of Good Time and other credits and debits
Rules for calculation of minimum discharge and maximum release dates
Rules for calculation of escape adjustments
Rules for handling "dead time" (e.g. a sentence re-commences after a conditional discharge is revoked)
Rules for early and other release
Rules for parole violations
Rules for loss of Good Time (possible interface with the JIMS/TAG Offences in Custody module)

Sentences Details screen shows the inmate's active sentences, sorted by jurisdiction and then by type. Syscon's JIMS/TAG system can maintain offenses within the context of statute. The user can segregate offenses within a jurisdiction by using a statute. The statute can also be used as a search parameter to find the offenses within a corresponding jurisdiction. The screen also displays key dates such as the parole eligibility date or the earliest possible release date. It also provides an aggregate view of the adjustments that have been applied against the offender's sentence.

The system allows the ability to record multiple docket numbers for each inmate, with each docket having multiple charges and counts per charge. The JIMS/TAG Legal Cases record can include information such as document/court (docket) number, issuing court references, dates of issue, arresting agency/officer/ location, offense date, expiration date/time, next court date/time, location, committing official, and offense detail, including offense codes, number of counts and whether bail has been set.

7. Movement Enhancements

This customized functionality tracks the movement of offenders from jail facilities through court lockups and related processes supported by the DIMMS system. This enhancement will incorporate the functionality of DIMMS in JIMS/TAG and allow for the decommissioning of DIMMS.

8. Business Intelligence

The Business Intelligence module provides executive dashboard for corrections and jail environments. This module is modeled after the law enforcement CompSTAT product and utilizes the Association of State Corrections Administrators' (ASCA) "Prison Performance Indicator Models" as a basis for identification and measurement of Key Performance Indicators (KPIs). Business Intelligence can be enabled to work with various industry technology solutions.

The Business Intelligence Dashboard is an executive dashboard designed specifically to provide real-time insights into outcome-based measures that help improve program performance, increase accountability, and improve the planning capacity of correctional organizations. Business Intelligence Dashboard will bring improvements on a broad range of fronts:
Improved Accountability. The Business Intelligence Dashboard drives accountability down to the appropriate level where decisions can be made and monitored.
Enhance capability to respond to litigation. The Business Intelligence Dashboard can assist in identifying potential problems and directing efforts toward their solution – before litigation even begins.

9. Risk Management

This customized functionality captures and manages inmate risk management events comparable to the functionality of the existing Facilities Automated Statistical Tracking (FAST) System. This module will include interfaces and linkages with the Business Intelligence module. This application will also include interfaces to Syscon baseline application software modules and the County's business processes to manage legal cases and documents.

10. Transportation

The Transportation module allows for the creation of a trip manifest based upon approved scheduled transfers. It also includes the provision for staff updates to the schedule of transport trips as necessary. It includes the scheduling of vehicles with a stated capacity, both point-to-point trips and multiple stop circuits, as needed.

The JIMS/TAG Transportation module fully integrated with the Schedules and Movements module allows detailed histories of internal and external scheduled and unscheduled movements to be maintained.

This module generates scheduled transportation trip manifests, based on a vehicle with a fixed but maintainable maximum load. The manifest will include point of origin, point of destination, date and time, transport provider, and staff names. A trip involves completing a circuit covering all

institutions and facilities, with priority moves added first and other transports added on a first come-first served basis.

The JIMS/TAG Transportation module includes functionality to record Proposed Movement lists (P-lists). P-Lists are used to view and schedule proposed external movements for inmates that have a status of approved and a transaction status of pending. An Internal P-List screen is used to view and schedule the movements of inmates from one internal location to another.

11. Security Application

This customized functionality will ensure that the application security is driven by both user profile as well as the physical work location of an employee. Audit trails will be available within the system.

12. Admission and Release (Consolidated Booking)

JIMS/TAG effectively tracks inmate records using a Unique Identification Number (ID#), while each period of imprisonment is identified by a Booking Number (Book #).

The admission process begins using the Offender Search screen, a multi-faceted screen that provides a mechanism for initiating database searches by Exact Name, Partial Name, Soundex and any Alpha-Numeric identifier. Positive identification of inmates is enhanced through the provision of inmate photographs and biometric capabilities.

Upon creation of a new inmate record or the generation of a new booking, the recording and verification of an inmate's demographic information is carried out during the admissions process using the following screens:
Physical Identifiers screen (including the capture of inmate facial images, identifying marks data and images and biometrics)
Personal Information screen
Address screen
Alerts screen
Aliases & Other Identifiers screen
Contacts screen
Education screen
Employment screen
Family History screen
Languages screen
Military Record screen
Substance Abuse History screen

JIMS/TAG maintains accurate, real time custody counts and changes an inmate's status from active to inactive upon release. In addition, JIMS/TAG has a security feature that displays a warning message if an inmate is being released and he/she has outstanding warrants, notifications, orders, etc in the system.

13. Gangs and Non-Associations

The Gangs/Non-Association module allows the flagging of inmates on a one-to-one, a one-to-many and group basis for security reasons.

These designations can result from a relationship between two inmates (for example, resulting from a fight or because they are co-defendants) and relationships between groups of inmates that present a security risk to each other and to staff members.

In the case of Gangs, individual members are linked to a specific gang using agency defined criteria. Listings of gang members are available on an inquiry screen. Non-Association links can be maintained between gangs to ensure that rival gang members are kept apart.

The same holds true when inmate-to-inmate non-associations are created. Activity that may present an opportunity for inmates with non-associations to come into contact with one another generates an on-screen warning message to system users.

14. Auto Triggers (Workflow)

The Automatic Triggers capability within the system allows agencies to automate specific business processes based on pre-defined event activity. Although there are wide ranging uses for this powerful feature it is typically used to promote the flow and escalation of work in a structured fashion.

Workflow management screens are used to centralize workflow activity and these screens enhance the ability of users to view work (including notifications and requests) and information assigned/directed to them (or the 'team' they are part of) and respond in an efficient manner.

A series of triggers is included with the standard package and additional triggers can be added based on the specific requirements of LASD. A variety of triggers based on prior requests have been developed and it is expected that these ten (10) core jail related triggers that form part of the standard package will be a starting point for LASD.

15. Incidents & Offenses in Custody

The Incidents and Offenses in Custody (OIC) module provides users with the ability to record incidents and initiate a formal internal disciplinary management process, where applicable. All incidents are date/time stamped and assigned a unique system generated tracking number. Incidents are defined by type and each incident is associated with multiple types of detail (free from and structured).

When an incident evolves into a violation of agency rules additional inmate specific reference numbers are generated. Information captured at this point can include details of offenses, investigations (including images), hearing schedules, hearing notices and findings and appeals. Sanctions imposed (for example, loss of canteen privileges, loss of good time, etc.) are recorded and tracked.

16. Requests & Grievances

The Requests & Grievances module records requests from inmates, staff or agencies and subsequently tracks related actions and outcomes.

Common request types can include:
Trust fund transfers
Property releases
Special medical, dental or mental health care requests
Security or classification reviews
Re-location or protective custody requests
Special diet requests
Change in work assignment
Change in housing location
Inmate grievances

The request process can involve 4 stages:
Request Received: the request is recorded.
Disposition: a decision regarding the request is made (e.g. Approved, Denied, and Referred). At this stage, it is determined whether the request should move forward in the process, or be dropped ("discharged"). After determining that the request requires a disposition, and that the request will continue, the request is scheduled for review.
Review: the request (and if applicable, the disposition) is reviewed.
Result: a result is obtained from the request review, and the review result is recorded

Throughout the process, the JIMS/TAG system tracks the status of each request in real time. For easy reference, the current status is displayed next to the request. Examples of possible status codes are:
Open
Disposed
Discharged
Pending
Active
Reviewed

The request and grievance (issues) process can be designed to progress through multiple escalating review processes.

17. Programs & Services

Programs and services functionality provides an agency the ability to manage the administration of a wide variety of activities within institutional facilities. This module allows an agency to maintain a searchable directory of available program and service activities, refer and assign inmates to programs, and track attendance and performance. An inmate's schedule of activity is available on-screen to assist in the scheduling process. Furthermore, each inmate's program history is available for easy reference.

18. Security Threat Groups (STGs)

The STG module provides users the ability to compile an extensive database of group intelligence as well as associate and link inmates to security threat groups (gangs, disruptive groups, etc.) The STG module is a stand-alone module that builds on the baseline kernel gang functionality offered with JIMS/TAG. Gangs are typically categorized/classified according to their founding philosophy or allegiance to a 'Nation'. Classification of gangs can help determine hierarchical relationships between gangs and serve as an essential tool to manage and track gangs and gang activity in the institutions.

Groups are maintained in a hierarchy of three (3) levels; Nation, Gangs and Sets. The lowest hierarchical level is 'Set'. One or many groups in 'Sets' may be linked to a parent 'Gang'. One or many 'Gang' entries must also be linked to a parent 'Nation'. Alliances and enemies of any group are also maintained.

Security Threat Group maintenance permits users to complete the following tasks:
Re-align: a Gang can be re-aligned under another Nation. A Set can be re-aligned under another Gang.
Demote: a Gang can be demoted to a Set
Promote: a Set can be promoted to a Gang

Group profiles include:
Total membership
Racial make-up of membership
Location of members (including housing location)
History and Known Locations
Identifiers such as code words, tattoos, colors
STG related incidents

Inmates are classified using an assessment instrument, which determines their level of gang involvement. Once an inmate is validated as a gang member, all enemy group relationships that exist for the gang that he/she is associated with become inherited by the inmate. The system then provides non-association functionality for schedules and movements based on the group relationship in addition to offender specific non-associations. Confiscated gang documents or other articles that users

wish to store against the STG profile may be scanned and stored into the system using Integrated Word Processing.

19. Biometrics - Single Fingerprint Verification

Within the JIMS/TAG application, the single fingerprint verification (SFV) option utilizes a capture device for use in the fingerprint registration process and the same or an equivalent device is used in the verification phase of the process. This enables an organization to positively identify an inmate using existing fingerprint data that is stored as part of each inmate's record.

20. Imaging

The Imaging module provides the ability to capture multiple inmate facial images (front, profile, with/without eyewear, etc. as defined by the agency), identifying marks (scars, marks & tattoos), staff (personnel), personal & professional contacts (including visitors), property and incidents using a standard video camera, digital camera or file import process.

Images are date/time stamped and assigned a system generated image number, prior to being stored as part of the inmate record. Images of each type can be captured within an inmate's record. The Imaging module may also be utilized to produce ID cards, wristbands, wanted posters, as well as reports with images, bar codes, signatures (imaged) and data elements contained in the system.

21. Signature Capture

Electronic signature capture is a module that is used in conjunction with the Integrated Word Processing (IWP) functionality.

Signature capture devices allow users to capture signatures within MS Word© documents and each signature is date/time stamped and assigned a unique number within a document.

22. JIMS/TAG Integrated Word Processing (IWP)

The JIMS/TAG Integrated Word Processing (IWP) module allows staff the ability to generate inmate-specific documents and reports using standard Microsoft Word and the power of the JIMS/TAG database. Inmate data stored in JIMS/TAG, including images, can be retrieved and inserted into an MS Word document, anything from a simple letter to a complex pre-sentence report.

IWP works by defining links between JIMS/TAG data (by writing bookmark procedures) and MS Word templates. To produce an inmate

report using IWP, go to a pre-defined JIMS/TAG screen (defined in JIMS/TAG maintenance) with access to IWP and one or more templates. When IWP is activated, a Document icon appears on the standard JIMS/TAG tool bar.

IWP documents are subject to security within the JIMS/TAG system. Using the maintenance setup, you control who is allowed to generate or view certain types of templates. The system also allows the restriction of completed or semi-completed documents through the use of user locking. New document management functionality lets you track offender documents on all booking instances. Anyone with proper JIMS/TAG security clearance may select and view any document.

23. External Agency Access

Enterprise External Agency Access allows an unlimited number of users from various agencies outside the Sheriff's Department (including County law enforcement personnel and other Justice agencies) to access, view, send, receive and update data within the JIMS/TAG system and the AJIS system. Such access may be achieved by direct log-in or, indirectly, by way of one or more interfaces. In all cases, subject to the particular security requirements and grant of rights from LASD. This Enterprise access shall not be construed as granting External Agencies a right or license to extend their use of the Syscon programs or functionality or for their own business purposes.

EXHIBIT F

MAINTENANCE & SUPPORT

[Amended and Restated under Amendment No. 2]

MAINTENANCE & SUPPORT

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement or, if not defined therein, in Exhibit B (Statement of Work). The rules of construction set forth in Section 1.4 (Construction) of the Agreement apply to this Exhibit F.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

(1) At no additional cost beyond the Maintenance Fees, during the Term Contractor shall: (a) correct any and all Deficiencies from time to time with the System Software (such correction of the System Software is hereafter referred to as "Corrective Maintenance"), (b) provide Updates (as defined in the body of the Agreement) to the System Software, including revisions, corrections or modifications necessary to make Updates function and interface with then currently installed versions of the System Software, and Compatible with then currently installed Operating System Software or System Hardware, and vice versa and (c) to the extent that either or both of the System Hardware or Operating System Software specified by Contractor are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software (the services described in clauses (a) through (c) are collectively referred to as "Maintenance Services"). Corrective Maintenance shall be either of a critical support nature or of a routine support nature, depending on the Severity Level of the Deficiency for which County is requesting Corrective Maintenance, as such Severity Level is finally determined by County Project Director in accordance with Section A(3) below.

(2) County shall receive ongoing support from Contractor's Help Desk Service Center for each System Software, including all Modules, Customizations and Interfaces. Maintenance Services entitles County to receive assistance in Deficiency determination and resolution for all System Software, including all Modules, Customizations and Interfaces.

(3) Contractor shall assist County with those activities comprising Deficiency determination, although County Project Director shall determine finally the Severity Level for all Deficiencies. Deficiency determination includes the activities associated with engaging in a service request, checking

background and change management information, reviewing service activity, assessing issues, trouble shooting, and developing a Deficiency statement. The Deficiency statement is used to determine the category of service required to further investigate the Deficiency, develop a resolution, communicate the resolution, execute the resolution, and confirm the results.

(4) Contractor shall furnish and perform critical support services through Contractor's Help Desk Service Center, staffed by live personnel twenty-four (24) hours per day, seven (7) days per week and on-site support as needed for support of the System Software. Critical support services shall be reported as Severity Level "1" and "2", as described on the Maintenance Schedule attached as Schedule I to this Exhibit F (such schedule is hereafter referred to as the "Maintenance Schedule").

In respect of County service requests determined to be Severity Level "1" or "2" Deficiencies, Contractor shall meet the response times and Turnaround Times (hereafter sometimes referred to as "TATs") set forth on the Maintenance Schedule for such Deficiencies. All Severity Level 1 or 2 Deficiencies shall initially be reported to Contractor by telephone.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "1" and "2" Deficiencies within one (1) hour of County's service request.

Further investigation shall continue as needed, and restoration of the availability of the System Software Modules, the operation of the System Software, and/or developing a suitable work-around shall occur, and such restoration, operation and development, as the case may be, shall be approved pursuant to the Agreement, within eight (8) hours of the opening of County's service request for Severity Level "1" requests and within forty-eight (48) hours for Severity Level "2" requests.

If Severity Level "1" or "2" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

(5) Routine support services are generally non-critical in nature and shall be reported as Severity Level "3" and "4" requests. Routine support services are delivered, managed, and reported through Contractor's Help Desk Service Center. Contractor shall provide routine support services during normal business hours (8:00 AM Pacific Standard Time to. 5:30 PM Pacific Standard Time) and onsite support as needed. Based on the nature and severity of the issue, routine support service Deficiencies are assigned a Severity Level "3" or "4".

In respect of County service requests determined to be Severity Level "3" or "4" Deficiencies, Contractor shall meet the TATs set forth on the Maintenance Schedule for such Deficiencies.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "3" Deficiency within four (4) hours of County's service and within twenty-four (24) hours of County's service request for a Severity Level "4" Deficiency. The foregoing Severity Level 3 or 4 initial assessment response times shall apply to the business hours associated with non-critical Deficiencies. For example, a Severity Level 3 report received Friday at 4:30 PM shall be responded to on or before 11:00 AM Monday morning.

Further investigation shall continue as needed, and the Deficiencies shall be corrected and approved pursuant to the Agreement within thirty (30) days of the opening of County's service request for Severity Level "3" and within one hundred twenty (120) days of the opening of County's service request for Severity Level "4" requests.

If Severity Level "3" or "4" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

(6) Corrective Maintenance shall be performed as follows:

(a) County may request Corrective Maintenance by internet, e-mail, telephone, or facsimile. Requests involving the Help Desk Service Center should be made by designated County support staff.

(b) As part of Corrective Maintenance, County shall endeavor reasonably to provide Contractor with information and assistance reasonably requested by Contractor (*e.g.* Contractor's System Software trouble report) as necessary to detect, simulate and correct the Deficiency, but regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of Deficiencies.

(c) Contractor shall provide County with revised and installed System Software executable object code (including updating Source Code) and shall take such other action as is necessary to resolve the Deficiency and Contractor shall provide avoidance procedures for avoiding such Deficiency in the future, all in accordance with the timetables set forth in this Exhibit.

(d) Contractor shall provide Corrective Maintenance from its business premises, except that at Contractor's option and expense,

Contractor may perform Corrective Maintenance at County Data Center.

(7) Contractor shall specify to County the level of expertise needed by County personnel to install Updates. County will install all Updates with reasonable telephone assistance from Contractor.

(8) Contractor is not required to perform Corrective Maintenance with respect to Deficiencies (including in connection with the Response Time Warranty described in Section D below) caused by:

(a) County's modifications to the System Software pursuant to Paragraph 15.2.4 (License) of the body of the Agreement ;

(b) County's failure to activate in a timely manner Deficiency corrections (including corrections which Contractor has included in Updates) where Contractor is able to demonstrate that (i) timely activation of the Deficiency correction would have resolved the Deficiency otherwise in accordance with the timetables set forth in the Maintenance Schedule and (ii) Contractor otherwise provided County with the support level required by the Agreement and this Exhibit F generally for County to activate timely the Deficiency correction;

(c) Use of the System Software inconsistent with the terms of the Agreement as determined by County Project Director but subject to Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) to the Agreement;

(d) System Hardware or Operating System Software failures (other than a Compatibility failure), but solely to the extent the System Software Deficiency is caused by or results directly from such System Hardware or Operating System Software failure, as mutually determined by Contractor Project Director and County Project Director; or

(e) County replacements of the System Hardware or Operating System Software warranted by Contractor to be Compatible, other than replacements made pursuant to Contractor's instructions or Specifications or subsequently approved in writing by Contractor.

(9) Although Contractor shall continue to provide Updates to System Software pursuant to the terms of this Exhibit F, Contractor will not be responsible for the actual installation or "retrofitting" of those Updates to System Software Modules which contain County modifications which Contractor has previously identified in writing as incompatible with Baseline Software, unless County elects to request and Contractor agrees

to provide such service as Professional Services pursuant to Subparagraph 14.2 (Professional Services) of the body of this Agreement.

(10) Contractor agrees that all System Software and Documentation, including all Updates, Custom Programming Modifications, and any goods provided under Maintenance Services, shall be delivered (a) solely in electronic form (*e.g.* via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (*e.g.* CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, training materials, or Maintenance Services on magnetic, optical, print or other tangible media under this Agreement.

B. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide Maintenance Services, County:

(1) Must provide, at County's expense, reasonable "Remote Access" to enable Contractor to access the System from Contractor's facility;

(2) Must identify three alternates (in addition to County's Project Manager) to serve as County's support contact (hereafter referred to as the "Representative"). Only County Representatives shall be authorized to request and receive Maintenance Services on behalf of County. County may change its Representative(s) by written notice to Contractor;

(3) Must provide Contractor with reasonable access to the System Software and all County data used by the System Software during the times requested by Contractor subject to County facility's access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for Maintenance Services purposes and shall be subject to Contractor's obligations to protect proprietary and confidential information set forth in this Agreement;

(4) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure to give notice within the time frame set forth in this subsection (4) shall not relieve Contractor from its obligation to resolve the Deficiency once County has so informed Contractor;

(5) May purchase any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. County shall consult with Contractor in connection with obtaining such software;

(6) Will endeavor reasonably to notify Contractor, within two Business Days, of County's implementation of any Updates in County's production environment; and

(7) May provide monthly, and Contractor shall hold at Contractor's Vancouver, British Columbia premises, a back-up copy of the System Software installed at County.

C. DOWNTIME CREDITS

Downtime credits shall accrue under this Exhibit F for Contractor's failure to maintain system reliability, for failure to timely correct Deficiencies, and for the System Software's failure to satisfy Response Times Tests, all as described in more detail below and in Section D below (collectively and individually, "Downtime Credits"). The amount of the Downtime Credit will depend on the extent and duration of Contractor's continuing failures.

(1) Downtime Credits – System Reliability. Without limiting any other rights and remedies available to County, either pursuant to the Agreement, at law, or in equity, County shall be entitled to Downtime Credits in the event there is a Severity Level "1" Deficiency for a period of time (such period the "Downtime"), as determined by County Project Manager, for any System Software component for which Contractor is providing Maintenance Services.

(a) County shall be entitled to a Downtime Credit equal to one (1) month of the aggregate Maintenance Fees specified in Exhibit C (Price and Schedule of Payments) for the System Software any calendar quarter, including any prorated portion thereof, during which System Software reliability is less than 99.5% based on a 24/7 day.

(b) System Software reliability is calculated by adding up the total number of Downtime hours which occur during any month (the "Total Downtime") and subtracting that amount from the maximum operational use time, determined by multiplying twenty four times the number of days in the month at issue (the "Maximum Operational Use Time"). The resulting number shall then be divided by the Maximum Operational Use Time to determine the overall percentage of availability. For example:

Maximum Operational Use Time minus Total Downtime

Maximum Operational Use Time

= System Software reliability

(c) The Maximum Operational Use Time includes the time required for scheduled Maintenance Services, normal Maintenance Services, including Response Time Tests, System Hardware replacement, loading System Software Updates, and loading Updates. Except in respect of scheduled Maintenance Services or as set forth below, the System Software shall always be available. The server(s) configuration shall provide redundancy, online maintenance, or some other method to attain the required availability.

(d) If Downtime results from use of the System Software by County other than as instructed by Contractor, County shall not be entitled to any Downtime Credits for the affected System Software components, for such period of misuse, provided that Contractor has notified County, in writing, of the details of the alleged misuse within five (5) days of Contractor's discovery of the alleged misuse. County shall review such alleged misuse and shall notify Contractor in writing, within five (5) days, of County's agreement or disagreement with Contractor's allegation(s). In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Downtime Credits to reduce any amounts due to Contractor, subject to the provisions of Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

(2) Downtime Credits – Corrective Maintenance Response Time Failures. If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Sections A(4) and A(5) of this Exhibit, Downtime Credits shall accrue for the benefit of County, calculated as set forth below:

(a) For Severity Level "2" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two days the Severity Level "2" Deficiency continues beyond the TAT for such Severity Level;

(b) For Severity Level "3" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two

Business Days the Severity Level "3" Deficiency continues beyond the TAT for such Severity Level; and

(c) For Severity Level "4" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each five Business Days the Severity Level "4" Deficiency continues beyond the TAT for such Severity Level.

D. RESPONSE TIME WARRANTY.

(1) Response Time Monitoring.

(a) From time to time at County's discretion, County is entitled to request that Contractor, and Contractor agrees to, monitor the System Software for a continuous length of time as agreed to in writing by County and Contractor, in accordance with a mutually agreed upon monitoring plan (a "Response Time Monitoring Plan") to verify agreed upon Response Time (as defined below). The Response Time Monitoring Plan may require tuning or other work to be performed on the System Hardware or Operating System Software prior to Contractor's commencement of the monitoring period.

(b) Prior to commencement of the testing period, Contractor shall insert timing code programs within the System Software. Downtime shall be scheduled to allow Contractor to insert such timing code programs at a time which is mutually agreeable to Contractor and County. Such timing code programs shall measure the actual response time, which means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response (the "Response Time") against the pre-agreed performance standards set forth in the Response Time Monitoring Plan.

(c) A written report shall be prepared, which states the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction and such other information as is agreed to by both Contractor and County.

(d) In the event of noted Deficiencies, Contractor shall comply with Section D(2) below. Contractor shall use its best efforts to work with County to develop and apply System Software parameter changes to achieve specified Response Time, fine tune the database, Operating System Software and any other technical environment changes to achieve the specified Response Time.

(2) Response Time Tests.

In the event of noted Deficiencies, Contractor shall perform Response Time Tests designed to isolate and determine the cause of such Deficiencies in accordance with the following procedures:

(a) County shall provide Contractor with written notice informing Contractor that County is requiring a Response Time Test. The Response Time Test shall commence no later than thirty (30) days after County provides such notice.

(b) Contractor shall provide County with its standard test plan. County will revise such test plan, and Contractor Project Director and County Project Director shall mutually agree to the written test plan. Such revised test plan (the "Response Time Test") shall be the sole basis for testing.

(c) Prior to commencement of the testing, County will notify users of any conditions and restrictions of System Software use during the test period.

(d) At County Project Director's discretion, either Contractor or County shall conduct the Response Time Tests in accordance with the process described herein.

(e) Contractor or County, as applicable, shall document the results of the particular Response Time Test and indicate either the successful completion of the test or document any failures to meet the Response Time, which shall be considered a Deficiency.

(f) If any Deficiencies are noted for any Response Time Test, reporting and correction of all such Deficiencies shall be as follows:

(1) Contractor Project Director and County Project Director shall mutually agree to all Deficiencies requiring repeat testing.

(2) Contractor Project Director and County Project Director shall develop a written test plan for repeat testing of all Deficiencies.

(3) After Contractor has corrected Deficiencies, Contractor shall notify County in writing within ten (10) Business Days that the particular Response Time Test is ready for repeat testing.

(4) After completion of each repeat Response Time Test, if there are any further Deficiencies, then County may: (i) repeat the process described above to the extent determined by County Project Director, (ii) postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County Project Director, (iii) require Contractor to provide and install replacements of any failed System Software components to resolve Deficiency as required by County at no additional cost to County, or (iv) exercise any of its rights under this Agreement, including termination of Agreement for default as described in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).

(3) County Project Director's written approval of each Response Time Test shall designate the successful completion of the particular Response Time Test.

II. MAINTENANCE SCHEDULE

County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Help Desk Service Center:

Schedule I. Maintenance Schedule

Severity Level	Response Time[1]	TAT[2]	Severity Level Definition
1	One Hour	Within 8 Hours	Critical. The defect is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.
2	One Hour	Within 48 Hours	Severe. Defects make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.
3	Four Hours	Within 30 Days	Minor. The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.
4	24 Hours	Within 120 Days	Cosmetic. This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

In the event that the assigned Response Times and/or Turnaround Times (TATs) are not met by Contractor, Contractor shall immediately submit to County by written action plan and status report which shall minimally include a description of the original Deficiency encountered, why Contractor was not able to correct Deficiency within the original TAT, proposed corrective action, and a revised TAT. Contractor shall be available for discussion with County regarding possible work arounds and other issues of concern.

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1 Response Time means the time from County's initial service request to Contractor's commencement of service.

2 Turnaround Time (TAT) means the time from the later of (a) County's initial service request and completion of Contractor's System Software trouble report, which report may be completed in writing, orally, or by electronic means, and (b) County's provision of remote access as necessary for Contractor to detect and simulate the Deficiency, and then continuing to Contractor's delivery to County of the proposed Deficiency resolution. Time spent by County reviewing the proposed resolution prior to implementation will not count against elapsed TAT.

III. SYSTEM SOFTWARE MAINTENANCE FEE SCHEDULE

Schedule II. Maintenance Fees Schedule

Item #	System Software Module	Phase 1 Stub Period*	Maint. Phase 1: First Nine Months	March 2009 to Amendment No. 2 Effective Date	Year 1 **	Year 2**	Option Year 1	Option Year 2	Option Year 3
1	Trust Accounting	$27,902	$20,927	$12,205	$29,297	$30,762	$32,300	$33,915	$35,611
2	Classification****				$0	$0	$25,005	$26,255	$27,568
3	Property Tracking		$20,329	$11,865	$28,460	$29,883	$31,377	$32,946	$34,594
4	Medical Co-Pay				$12,000	$12,915	$13,560	$14,239	$14,950
5	Case Jacket Tracking		$14,148	$8,255	$19,807	$20,798	$21,837	$22,929	$24,076
6	XML Interface (xTAG)		$7,200	$4,500	$10,080	$10,584	$11,113	$11,669	$12,252
7	Title 15 (Pilot only Year 1)				$0	$25,000	$75,000	$78,750	$82,688
8	Inmate Information Module: Kernel (includes Housing/Inmate Movements)		$24,824	$14,475	$34,754	$36,492	$38,316	$40,232	$42,244
9	Pay-for-Stay Module				$0	$12,300	$12,915	$13,561	$14,239
10	External Agency Access****				$0	$0	$50,000	$52,500	$55,125
11	Trust Accounting Interface				$24,000	$30,000	$31,500	$33,075	$34,729
12	Community Service Kernal				$0	$18,000	$37,800	$39,690	$41,675
13	Caseload/Workload Mgmt				$0	$9,000	$18,900	$19,845	$20,837
14	Community Event Scheduler				$0	$3,000	$6,300	$6,615	$6,946
	System Software – Total Annual System Software Maintenance Support Fees* **	**$27,902**	**$87,428**	**$51,300**	**$158,398**	**$238,734**	**$405,924**	**$426,221**	**$447,532**

*** The amount payable here is from the period from the expiration of the Trust Accounting Warranty Period to the Phase 1 System Final Acceptance Date.**
**** For Phase 2/Stage1 Modules, the amount payable in Year 1 is the annual fee of the twelve month period following expiration of the applicable Module Warranty Period.**
***** The above fees are based on the total annual amount due. The actual fees due are to be paid monthly in accordance with Paragraph 9.4 of the body of the Agreement.**

******Items #2 and #10 are not currently funded.**

EXHIBIT H

ATTACHMENT H-1

MINIMUM SYSTEM REQUIREMENTS

PHASE 1

[Amended and Restated under Amendment No. 2]

Jurisdiction: Los Angeles

System Design: Network / Hardware

PREFACE

This document is an initial outline of required hardware and configurations necessary to run the Syscon Justice Systems TAG modules for Los Angeles.

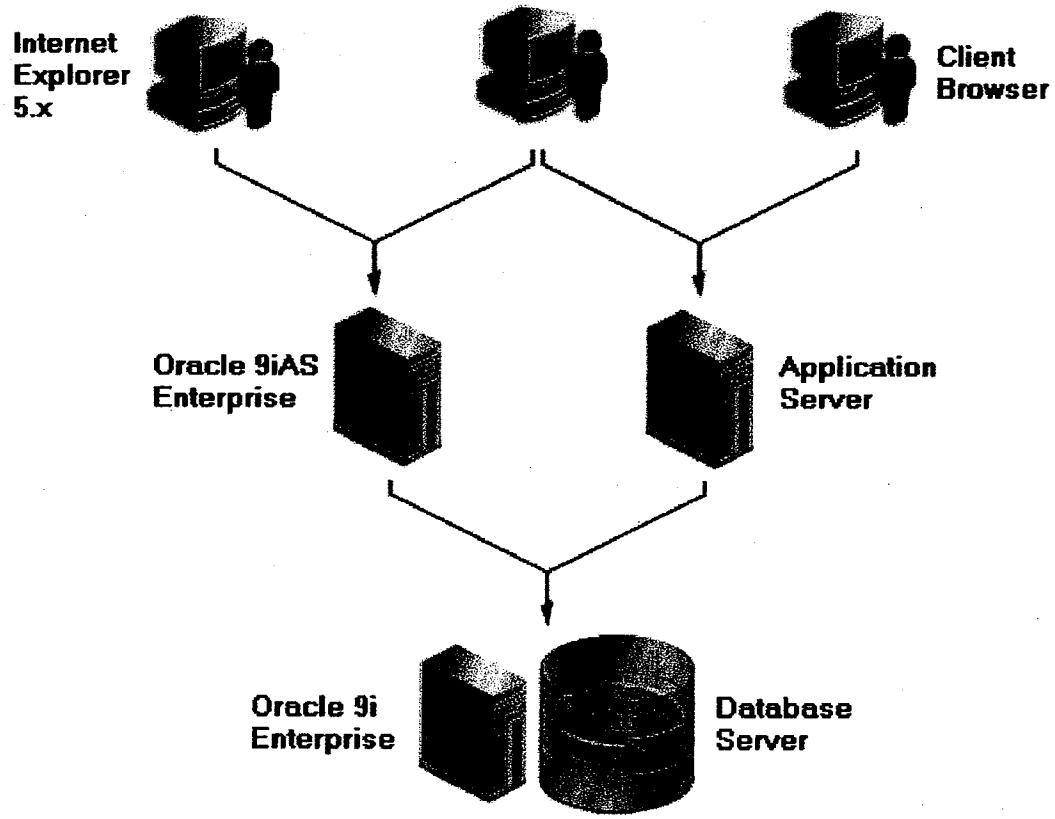
Future Version / Architectures specified in this document may change as technology progresses.

Table of Contents:

1) Configuration Recommendation
2) Appendix A : Infrastructure Definition
3) Appendix B : Tag Compatibility Matrix

TAG Deployment

I. General Information –



1. Oracle Multi-Tier Architecture

The TAG application follows Oracle's multi-tier database and application design. Consisting of a database tier, web server tier, and client tier. Clients connect to the web server using a web browser (e.g. Internet Explorer 5.5x) through the HTTP protocol, and the application server connects to the database using SQLNET.

Although Oracle supports a multitude of protocols to support SQLNET, it is recommended that the TCP/IP protocol be used for optimal manageability and reliability.

Client Required Software:
Internet Explorer 5.5 or higher (with MS VM)
Jniitiator (browser plug-in) v 1.1.8.16

2. TAG Forms TAG application forms are developed using Oracle Developer version 6i suite of products. Currently, the TAG forms must be on a windows based operating system (e.g. NT or Win2000).

3. TAG Database

The TAG database is tested against versions 8.1.7.3.0 – 9.2.0.1.0 of Oracle database. Oracle supports various operating systems. Sun Unix, AIX and HP/UX are the more common choice of operating systems for a database server.

If the intention is to use another platform to run Oracle 9i, further analysis will be needed to assess the impact this may have on the overall application. A general rule though, is if the platform is supported by Oracle for 9i, then it may be used for the database tier. If less common platforms are required, additional QA time may be needed.

4. Application Server

Depending on the number of users, and the type of network environment, there can be one or more web servers strategically placed throughout the network for optimal performance. This provides a balancing mechanism for performance and ensures if a Web server fails, another will still be available to pick up the extra load.

II. General Information - Server Requirements

Assumptions

Los Angeles
(Initial estimate: 500 concurrent users)
* Minimum Configuration (requested)
* Not 99.9% Up-time

1. Database Server

Software Required:
Oracle 8.1.7.3.0 Enterprise Edition (Can be upgraded to Oracle 9.2 Enterprise Edition)

Sizing of the database refers to the physical capacities of the database server. The areas which needs to be looked at are:

- Disk space
- Memory
- CPU

Disk Space

*Note1: the following formula is a guideline, and can change as required.
*Note2: Given the cost of disk space, it is recommended that additional disk space be purchased

for flexibility in data management.

Each Offender = 160K data
Images = 30K per image

It is recommended that 220kb be set aside for each offender record. Therefore for a system with **500,000 offender records,** the system would need **80Gb** of disk storage for data.

If the client is going to take advantage of the other media storage capabilities in TAG such as fingerprint technology, document scanning or Iris scanning and store these images in the offender record, this number should be re-assessed.

Memory

For every concurrent user, there should be a minimum of 8 MB of RAM, plus the memory required for Oracle products, and operating system.

Recommendation for Los Angeles

8 * 500 = 4 GB (includes SGA sizing)
+ O/S (about 200MB)
+ Oracle dB (min 256, recommended 512 MB ram)

Estimate 4.7 or we recommend 6GB Ram

CPU

The size of the Database Server CPU depends on the amount of processing being done by concurrent users. Server motherboard should support multiple CPU's in the event that upgrade is needed.

Recommendation for Los Angeles

2 CPU

**Note 3: Please note that the above suggestion is for one database only, and does not account for multiple database instances on the same server. For those who intend to install multiple databases on the same server, the server sizes should grow accordingly.*

**Note 4: The above calculation does not account for additional modules such as IWP which stores MS Word documents within the TAG db. Sizing for these external modules to TAG will have to be further analyzed.*

2. Application Server

Software Required:
Oracle 9iAS Enterprise 1.0.2.2.2, Developer 2000 v6I Patch 9

The second most important component for the TAG application to function properly is the Oracle Application Server. Although technically possible, it is not recommended to have one single web server to serve a large-scale installation. For performance reasons, it is best to buy multiple smaller scale servers to act as web servers although not a requirement. Some benefits are:

- Easier maintenance
- Redundancy for user access
- Manageability of environmental changes (i.e. setting up test environments)

Disk Space

9iAS does not require as much space as the database server does, as the data stored on the server is more static and does not grow as much. The only files that reside on the web server are:

- 9iAS application files
- D2K 6i application files
- TAG Forms
- Temporary files created and used by server

For a typical web server, 10GB of disk space is sufficient.

Memory

Oracle 9iAS application server uses the Apache HTTP server engine along with the Oracle Forms server engine to service client requests. On an NT or Win2000 environment, the maximum connection per server listener is 256 connections. (Due to Windows 32bit memory architecture) Although technically possible to have multiple listeners created on the same application server, it is recommended to have multiple smaller scale application server created. TAG also uses an additional browser plug-in called the J Initiator (Oracle). Due to the size of this plug-in, it is recommended that each concurrent connection should have a minimum of 10 MB of physical memory, with a recommended size of 12-14MB per connection for optimal performance.

Recommendation for Los Angeles
14 * 500 = 7 GB
+ O/S (about 200MB)
+ 9iAS (min 512 MB)

~~Estimate 7.7~~ or we recommend 8GB Ram

CPU

Much like the database server, the web server acts as the client for all users who are connected to the server. Certain processing functions are still performed at the application instance level, which will require additional processing power. Server motherboard should support multiple CPU's in the event that upgrade is needed.

3. XML Server

Assumptions

* Minimum Configuration (requested)
* Not 99.9% Up-time

1. To be used for Interfaces.
- Medical-Co-Pay
- Pay For Stay
2. Real-time Interface
3. 10 Transitions/minute (600/hour)
4. 600kb be set aside for each XML offender record (excluding images)

Software Required:
Oracle 9I DB (Standard Edition)
9iAS R2 (Standard Edition)
XTAG Application Files

Sizing of the App Server & Database Server refers to the physical capacities of each server. The areas which needs to be looked at are:

- Disk space
- Memory
- CPU

Notes:
* XTAG has not been tested on Unix deployed environments.
* Future Releases my change Architecture.

Recommendation for Los Angeles (Database)

1 CPU
2 GB Ram
50 GB Hard Disk

Recommendation for Los Angeles (App Server)

2 CPU (Windows/Unix)
6 GB Ram
30 GB Hard Disk

Summary Minimum Recommendation for Los Angeles

Database Servers

Production:
1 Database Server - (Dual P4 1.3Ghz minimum, with 6 GB Ram)
1 XML Database Server - (Single P4 1.2Ghz minimum, with 2 GB Ram)

Test & Training:
1 Database Server - (Dual P4 1.2Ghz minimum, with 2 GB Ram)

Application Servers

Production:
4 application server(s)
2 App. Server – Forms Server (Dual P4 1.3Ghz minimum, with 4 GB Ram each)
1 App. Server – Reports Server (Dual P4 1.2Ghz minimum, with 2 GB Ram each)
1 App. Server – XML Server (Dual P4 1.2Ghz minimum, with 6 GB Ram each)

*Refer to Infrastructure Diagram for clarification.
Test & Training:
1 application server (Dual P4 1.2Ghz minimum, with 1 GB Ram each)
Scaled down development App. Server with both Forms Runtime and Reports runtime.

This would give separate App. Servers for each environment (Development/Train / Production).
Assumes 500 concurrent connections over the production application server.

**Note 1: It is recommended that Intel XEON chips be used with a 2MB L2 cache for the application server and database server as this can dramatically increase the performance of the servers.*
**Note 2: It is recommended for large scale sites to have a dedicated reports server for optimal performance.*

Appendix A : Infrastructure Definition

Physical Definitions

Reports Server

9iAS Application Server with Oracle Reports Server installed

(n) - being a number

Forms Servers

9iAS Application Server with Oracle Forms Server installed

Forms & Reports Server

9iAS Application Server with both Oracle Reports Server & Oracle Forms Server installed

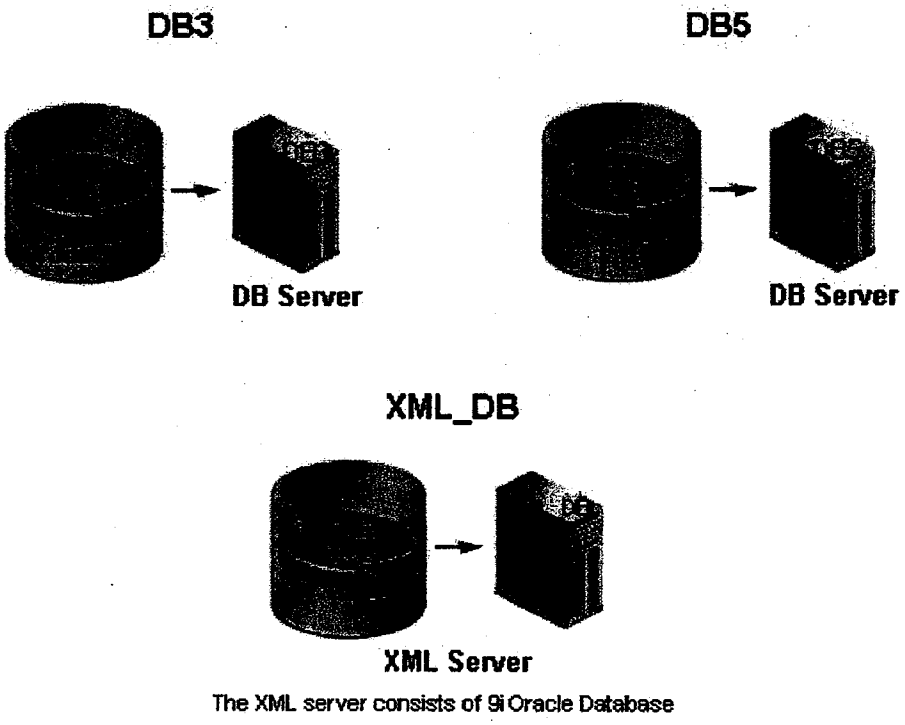
Physical Definitions

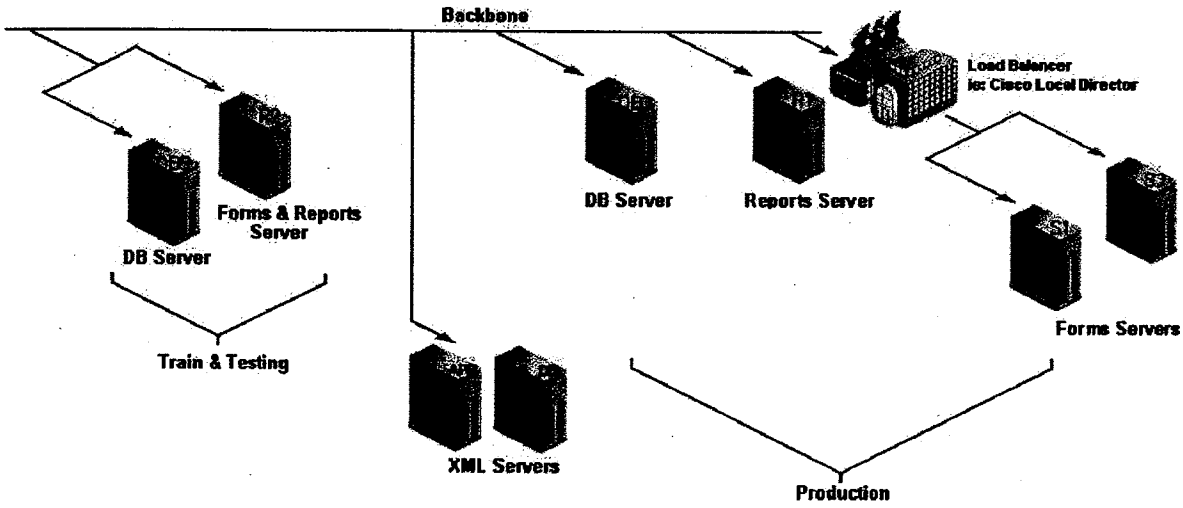
XML_APP

XML Server

The XML server consists of 9iAS Application server

Physical Definitions




Backbone
Load Balancer
ie: Cisco Local Director
DB Server
Forms & Reports Server
DB Server
Reports Server
Forms Servers
Train & Testing
XML Servers
Production

Appendix B : Compatibility Matrix

TAG Version	**4.12**	**6.0**	**6.1**	**6.2 (current)**	**6.3**
Release Date De-support Date					Fall 2003
Database	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7.3 Enterprise Edition, Oracle 9.2 Enterprise Edition	Oracle 9.2 Enterprise Edition
[redacted]					
Application Servers	Oracle Application Server(OAS) v.4.0.8.2.3 Developer 2000 v1.6.1 with Patch 15	Oracle 9iAS Enterprise Edition v. 1.0.2.2.1 Developer 2000 v 6I with Patch 7	Oracle 9iAS Enterprise Edition v. 1.0.2.2.2 Developer 2000 v 6I with Patch 9	• Oracle 9iAS Enterprise 1.0.2.2.2 • Developer 2000 v6I Patch 9	Oracle 9iAS Enterprise 1.0.2.2.2 Developer 2000 v6I Patch 14
Platform:	NT Only	NT/2000 *	NT/2000 *	NT/2000 *	NT/2000 *
Generator Server (for IWP)	Oracle Developer 2000 v 6I w/patch 7	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 14
Platform:	NT/2000	NT/2000	NT/2000	NT/2000	NT/2000
Client PC's	Internet Explorer 5.5 (with MS VM)	Internet Explorer 5.5 (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)
	Jinitiator (browser plug-in) v 1.1.8.3	Jinitiator (browser plug-in) v. 1.1.8.14	Jinitiator (browser plug-in) v. 1.1.8.16	Jinitiator (browser plug-in) v. 1.1.8.16	Jinitiator (browser plug-in) v. 1.1.8.19
	Acrobat Reader 4.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher
Platform:	98/NT/2000	98/NT/2000	98/NT/2000/XP?	98/NT/2000, XP	98/NT/2000
Additional TAG Modules					
IWP	MS Word	MS Word	MS Word	MS Word	MS Word

TAG Version	4.12	6.0	6.1	6.2 (current)	6.3
	97/2000	97/2000	97/2000	97/2000	97/2000
Image Capture stations					TAG Web based image capture
Finger Print Capture stations		SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio
Iris Scan Capture stations		IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio
Auto emailer	MAPI complliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI complliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI complliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI complliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI complliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server

* Note 1: Although currently, only a Windows base application tier files are available, migration to the Unix platform is also available for additional costs

** Note 2: The above information can change without notice

End of document

EXHIBIT H
ATTACHMENT H-2

[Added under Amendment No. 2]

MINIMUM SYSTEM REQUIREMENTS

JAIL INFORMATION MANAGEMENT SYSTEM

(JIMS)

PHASE 2

Table of Contents

1. Preface 3
2. High level system architecture 3
3. Recommended system deployment 3
3. System infrastructure recommendations 3
A. The TAG system client terminal 3
B. The TAG system network tier 3
C. The TAG system middle tier 3
D. The TAG system database tier 3
Appendix A – Oracle Forms Compliancy Matrix 3

Table of Figures

Figure 1 - Three tiered TAG Structure 3
Figure 2 - TAG architectural components 3
Figure 3 - TAG typical deployment platform 3

1. Preface

This document is an outline of the required infrastructure and typical hardware configuration necessary to implement the Syscon Justice Systems "TAG" system for Los Angeles County Sheriff's Department.

Future Version / Architectures specified in this document may change as technology progresses.

Notwithstanding anything to the contrary in this Attachment H-2, any change shall be accomplished only through the applicable of a Change Order or Amendment under Paragraph 7 (Change Orders and Amendments) of the body of Agreement No. 74666, dated December 2, 2003, as amended from time to time.

2. High level system architecture

The TAG application follows the classical N-tier Web application design. It is a flexible and scalable system which relies on Oracle 10g stack of products to run. The Oracle Application Server 10g and the Oracle Database 10g Enterprise Edition are the base software platform for the TAG product.

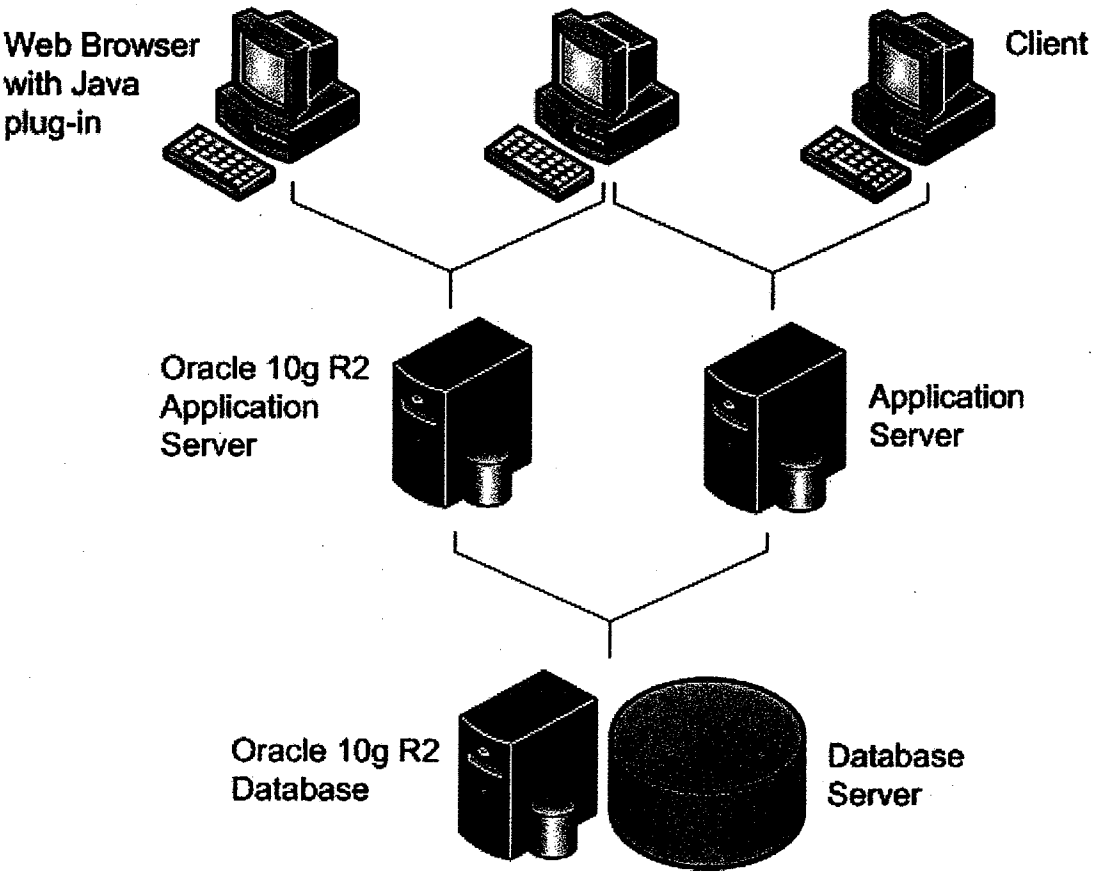


Figure 1 - Three tiered TAG Structure

In order to satisfy various installation requirements the TAG application can run on wide range of different hardware platforms - from a standalone laptop through a large enterprise class server hosting a variety of operating systems. The TAG application will run on *Windows*, *Linux*, *HP-UX*, *AIX* or *Solaris* without significant change.

Typically the TAG System consists of the following logical tiers and components:

a) Client Tier

i. Web Browser
ii. Java plug-in

b) Application Server Tier

i. HTTP(S) Listener
ii. WebCache
iii. Oracle Forms
iv. Oracle Reports
v. J2EE OC4J

c) Database Tier

i. Database Instance
ii. Clusterware
iii. Automatic Storage Management (ASM)
iv. Storage

The system components on each tier require deployment considerations. These considerations are presented in this document.

There are different types of computers, virtual or physical, needed in order to host system components belonging to each tier. All computers on each tier are of the same type and should act as peer-nodes within the cluster. This type of clustering allows a scalable system "horizontally" and provides redundancy to support high availability (HA).

The architectural components which make up the TAG system are shown in Figure 2.

LASD MINIMUM SYSTEM REQUIREMENTS

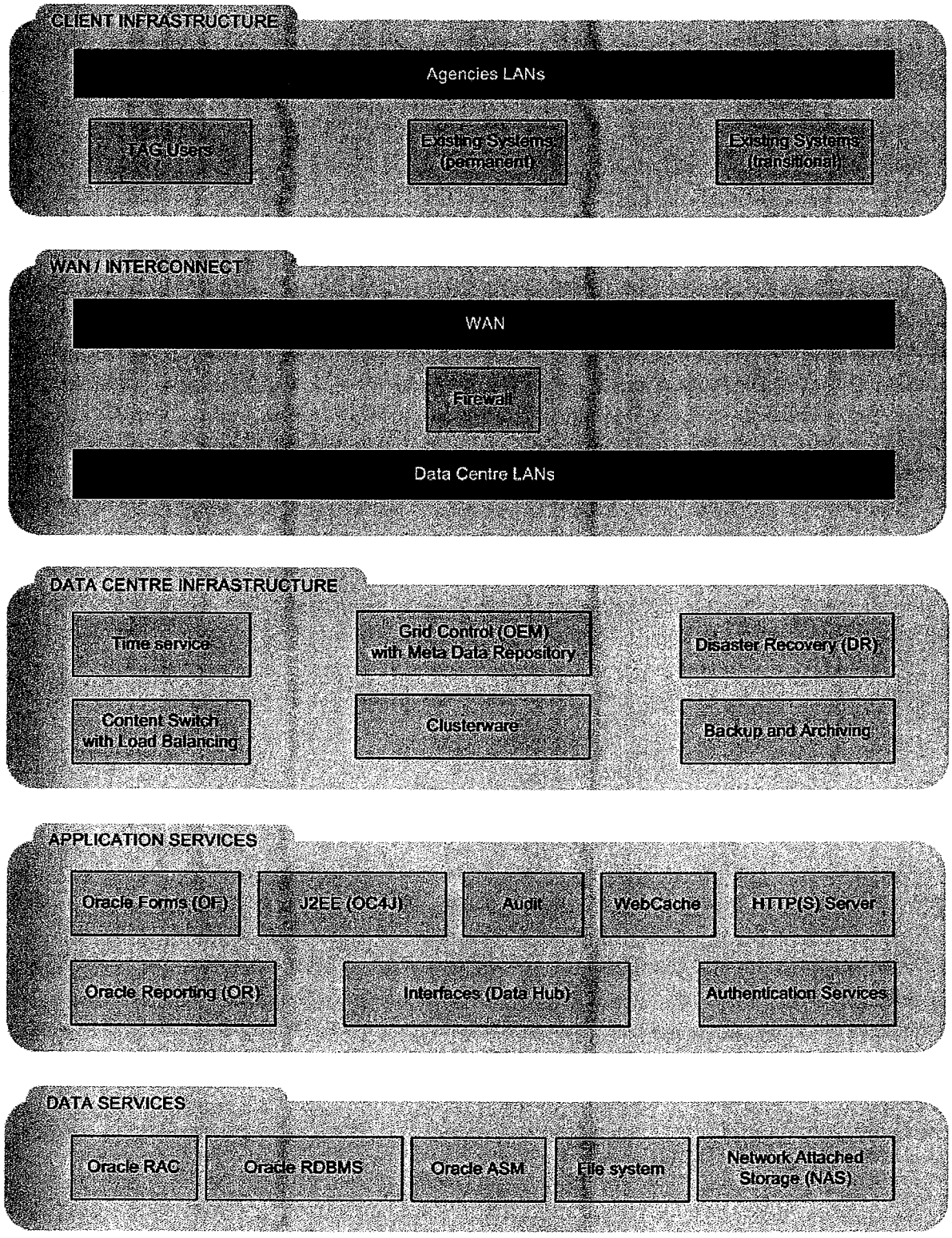


Figure 2 - TAG architectural components

3. Recommended system deployment

The TAG deployment platform is derived from Oracle suggested best practice and Syscon experience. In order to satisfy different levels of High Availability (HA), system components and redundancy levels will vary according to users' needs.

All Application Server tier services, such as Oracle Forms, Oracle Reports, OC4J and HTTP(S) Listener can be hosted on the same physical server. This approach creates middle tier peer-node within the Application Server cluster and allows a horizontally scaled system as required.

Depending on the number of concurrent users and the type of network environment, the middle tier cluster can consist of virtually an unlimited number of peer-nodes. This provides a balancing mechanism for performance and high availability of the system, and ensures that if an Application Server node fails another peer-node can pick up the extra load and maintain overall system functionality.

A typical TAG system deployment platform is shown in Figure 3 below.

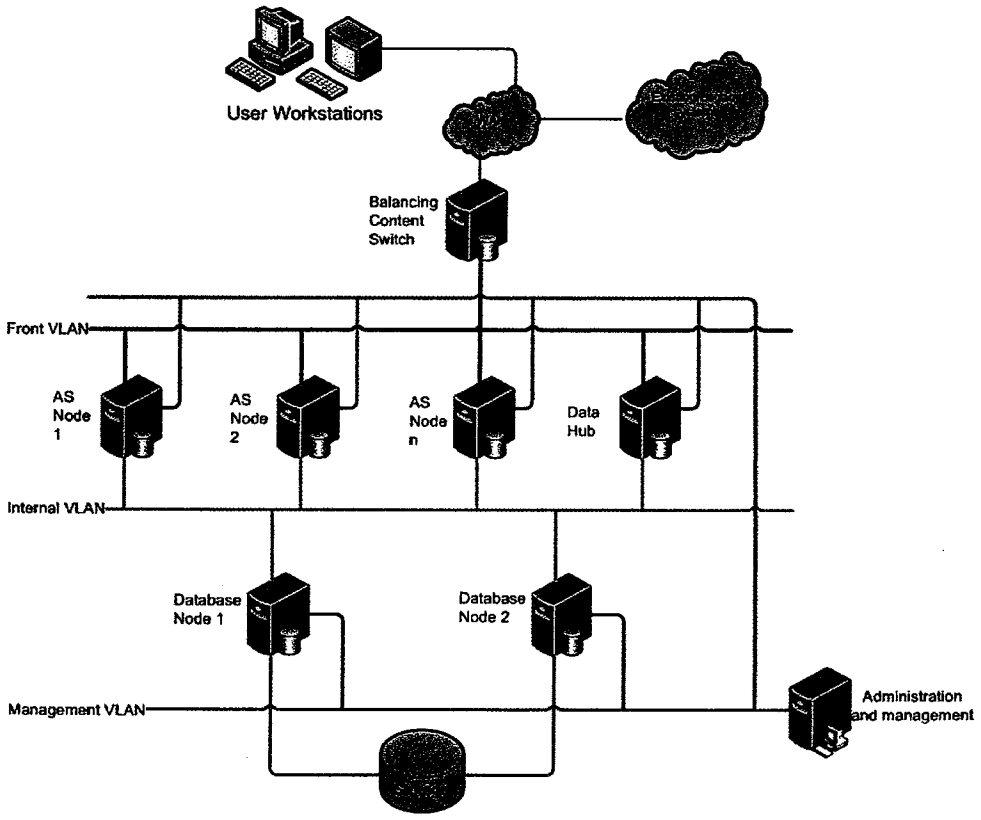


Figure 3 - TAG typical deployment platform

3. System infrastructure recommendations

In the following section are the key resources of the suggested TAG deployment platform. The suggested platform particular figures are derived using a conservative extrapolation methodology.

In order to obtain optimal resource utilization the TAG platform will need to be monitored and evaluated on a regular basis. Testing and monitoring of the production system and making adjustments will enhance the throughput and behavior of the running platform in this environment.

The assumptions considered during this evaluation are as follows:

- Deployment type: **Data Centre**
- Number of named users: **30,000**
- Number of concurrent users: **5,000**
- Number of user interactions* per second: **17**
- Client network type: **WAN**
- Database storage, TB: **1.0**
- Data backup policy: **Not considered**
- Disaster Recovery (DR) policy: **Not considered**
- Geographically separate DR site: **Not considered**

Note: *(*) The term user "interaction" is being used here in order to avoid confusion with the term user "transaction". "Interaction" is used as a more generic term that defines a user's interaction with the system as opposed to a database transaction.*

A. The TAG system client terminal

Table 1 - Client Terminal key resource details

No	Key resource	Value
1	Computer type	PC
2	OS	Windows XP
3	RAM	512 MB +
4	HDD	60 GB +
5	CPU	1 x 1.5GHz+

Note: *Key resources are mentioned here with regards to the TAG system only. Additional applications, for example MS Word, etc., may require different values.*

B. The TAG system network tier

Table 2 - Network tier key resources details

No	Key resource	Value
1	Network type	IP based WAN + LAN
2	Latency, ms	< 200
3	Avg. session bandwidth, Mbps	0.01
4	Packet size distribution	55% < 100 Byte; 34% < 650 Byte
5	Client requests load balancing	Cisco Catalyst 6500 series Content Service Module (CSM)

Note: *Key resources are mentioned here with regards to the TAG system only. Network assumed to have all necessary appliances and fully functional.*

C. The TAG system middle tier

Table 3 - Middle tier key resources detail

No	Key resource	Value
1	Computer type	Rack server
2	Number of nodes	5
3	CPU cores per node	8
4	CPU type	Intel Xeon
5	Main memory per node, GB	32
6	OS	Linux
7	Network interface	2 x Gigabit Ethernet + 1 x 100 BaseT Ethernet
8	Disk controllers	Internal Ultra SCSI ~134GB

D. The TAG system database tier

Table 4 - Database tier key resource details

No	Key resource	Value
1	Computer type	Rack server
2	Number of nodes	2
3	CPU per node	8
4	CPU type	Intel Itanium
5	Main memory per node, GB	32
6	OS	HP-UX
7	Network interface	2 x Gigabit Ethernet + 1 x 100 BaseT Ethernet
8	Storage model	NetApp FAS900 series

Appendix A – Oracle Forms Compliancy Matrix

Attached as Appendix A is the Oracle Forms Compliancy Matrix. The TAG runs Oracle Forms and depends on it for functionality.

This document is re print of the Oracle official document available for public domain.

Oracle Forms 10*g* Release 2 (10.1.2.x)

Statement of Direction
10th Mar 2008

Table of Contents

- Purpose
- Certification Efforts
- Model
- Matrix
- Notes
- Definition of "certified"
- Additional Reading

Purpose

This document describes Oracle Corporation's statement of direction to support Oracle Forms applications on multiple client platforms. The information below represents configurations which have been tested by the Oracle Quality Control team and have been deemed to be certified. Other configurations may be supported, although not certified. Please review this document carefully.

Broadened Certification Efforts

In general, the strategy for supporting Java UIs with Oracle Forms has been to provide Enterprise-level, 24x7 support to all Oracle customers, and out of this JInitiator has resulted as the primary solution for the Windows platform. In parallel, the Oracle Forms team, in conjunction with the Oracle Product Lines and Oracle Support, is promoting as many platforms as possible. For a platform to even be considered for certification, it must (at a minimum) be based on the JavaSoft 1.3 reference implementation. Our long-term direction is to partner with Sun, such that we share the Enterprise-level, 24x7 support for all Oracle customers, which will result in the certification of the JavaSoft standard Plug-in/JDK on

Windows, as well as shorter certification paths to platforms like Solaris, Linux, and Macintosh.

Certification Model

The new certification model is based on three levels:

- Level 1, JVM certified with Oracle Application e-Business suite
- Level 2, JVM certified with custom applications
- Level 3, JVM certified with Forms functional tests.

With this change it will be easier to understand the way Oracle Corporation's certifications work.

Level 1: Certified with Oracle E-Business Suite

The JVM has been tested in depth with Oracle Applications e-Business Suite. **All** Oracle Forms applications (either Oracle Applications or custom applications) deployed using the JVM are also deployable, unchanged, to wherever the JVM is ported. For the current list of clients certified with Oracle Applications see Metalink notes 389422.1 and 393931.1

Level 2: Certified with custom applications

This level means that the JVM has been tested with custom applications. Oracle Forms applications can be deployed without significant changes to all platforms where the JVM is ported. In the case of any platform limitations, some customers may need to slightly re-architect their applications to work around bugs related to the JVM. But the implementation is robust enough to support Web deployment of Oracle Forms applications.

Level 3: Certified with Forms functional tests

This level means that the JVM has been tested with a suite of tests used to certify Oracle Forms. This is a comprehensive suite of test which will prove the basic functionality and features but without testing to the extent of a fully functional application.

Oracle Forms 10*g*: Matrix of the current status of certified browsers/client platforms

The following matrix will give you an overview of the certified client platforms and browsers. When a client platform is certified with a specific patch release it is implicitly certified with all subsequent patch releases. Information in this matrix is always undergoing

changes and you should always cross check this information with http://metalink.oracle.com

Client platforms	Browsers		Plug-in		Level	Forms version
	Name	Version	Name	Version		
Apple Mac OS X(6)	Safari	1.2	Sun JRE	1.4.2	2	Production(4)
		2.0.3(13)	Sun JRE	1.5.0_06	3	10.1.2.2
Windows XP, 2003 & 2000 (1) (2) (10)(11)	Internet Explorer	6.0	Jinitiator(7)	1.3.1.28	2	10.1.2.2
				1.3.1.22	2	Production
			Sun JRE	1.4.2_06	2	Production
				1.5.0_06	3	Production
		7.0(8)	Jinitiator	1.3.1.28	2	10.1.2.2
			Sun JRE	1.5.0_06	2	10.1.2.2
				1.6.0_04	2	10.1.2.3
	Firefox	1.0	Jinitiator	1.3.1.22	2	Production
		1.0.7	Jinitiator	1.3.1.26	2	10.1.2.2
				1.3.1.25	2	Production
		2.0	Jinitiator	1.3.1.28	2	10.1.2.2
			Sun JRE	1.4.2_06	2	Production
				1.5.0_06	2	10.1.2.2
				1.6.0_04	2	10.1.2.3
	Mozilla	1.7(5)	Jinitiator	1.3.1.25	2	Production
				1.3.1.28	2	10.1.2.2
			Sun JRE	1.4.2_08	2	Production
				1.5.0_06	2	10.1.2.2
	Netscape	7.0	Jinitiator	1.3.1.22	2	Production
			Sun JRE	1.4.2_06	2	Production
		7.2	Jinitiator	1.3.1.22	2	Production
			Sun JRE	1.4.2_08	2	Production
				1.5.0_06	2	10.1.2.2
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Solaris 2.8, 2.9(3)	Netscape	4.7.x	Sun JRE	1.4.2_06	3	Production
Linux(12)	Mozilla	1.5	Sun JRE	1.4.2_06	2	Production

Notes:

1. Certification on Windows 2003 is for Jinitiator 1.3.1.25 only. «
2. See Metalink Note:357545.1 for information regarding applet activation fixes on Windows. «
3. Certified for running from Forms Builder using One Button Run and Debugger «
4. Known issues are documented in bugs 4184632, 4184550, 4184628 «
5. Running on Windows «
6. Webutil is currently certified only on Mac clients with Safari 2.0.3 and Sun's plug-in 1.5.0_06. «
7. JInitiator is based on Sun's JDK version 1.3.1.x «
8. Internet Explorer version 7 has been certified on XP only. «
9. JInitiator is known to not work with Vista and Sun is not planning to support 1.3 on Vista. Oracle therefore have no plans to certify JInitiator with Vista. Vista users should consider Sun's plug-in 1.5 once it is certified for Vista. That is planned for 10.1.2.3. «
10. Sun's plug-in 1.6 was certified with IE 7 and Firefox 2.0 only. «
11. JInitiator has only been certified on 32-bit Windows. «
12. See Metalink Note 266043.1 for a discussion on what Linux flavors are supported. «
13. Note that Safari 2.0 has received only level 3 testing. «

Sun's security update

Sun has relatively recently added functionality to their plugins to ensure that the latest version of the plugin that is installed on a given machine be used at all times. The functionality includes reminders to install the latest version, overrides of requests in the launching page of what plugin version to use to the latest version installed on the client machine and default settings in the preferences that automatically downloads and installs the newest version (after prompts).

This causes problems for Forms if a plugin with this functionality is used. For example if you install 1.5 on a client, it will automatically download and install 1.6 (after the user says Yes to a prompt) which Oracle has not yet certified. In 1.5.0_07 Sun introduced functionality that makes it possible to limit this behavior to the latest version in a version family (what Oracle calls a major version) rather than the very latest version (1.6 as of this writing). As an example, if the launching page requests 1.5.0_06, the latest version of 1.5 that is installed will be used rather than the very latest version which currently will be a version of 1.6. See Note 461257.1 for more information on how to achieve this.

This new functionality that makes it possible to specify a family classid, does not work in Mozilla-based browsers as of January of 2008. It only works in Internet Explorer versions 6 and 7. If you, using a Mozilla based browser, install 1.5 and then accept the automatic download you have two versions installed (1.5 and 1.6) but 1.6 will always be used regardless of what version you specify in formweb.cfg. With Mozilla-based browsers there is no way to run 1.5 in this scenario. To be on a certified version, you must uninstall both versions and then reinstall 1.5. It is not enough to only uninstall 1.6. See Mozilla bug 397965 for more information.

What does "certified" mean?

Certify or Certification is the result of a process where Oracle has performed a specific set of tests against a specific combination of products and product versions. There are three levels of certification test as indicated below. Minor differences in version numbers may still constitute a combination that is expected to work and on which Oracle Support can log service requests and bugs. Contact Oracle Support for guidance on these issues.

CIO ANALYSIS

AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 74666 WITH SYSCON JUSTICE SYSTEMS, INC. FOR CUSTOMIZATION AND IMPLEMENTATION OF THE JAIL INFORMATION MANAGEMENT SYSTEM (JIMS) PHASE 2/STAGE 1

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 7 Yrs. # of Options: Three 1-yr terms

Contract Components:
☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief Alexander Yim

Budget Information :

Y-T-D Contract Expenditures	$ 1,227,583
Requested Contract Amount	$ 4,372,402
Aggregate Contract Amount	$ 5,599,985

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? The JIMS project is 100% offset by the Inmate Welfare Fund.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided under this Amendment will assist the Sheriff's Department in maintaining the modules implemented in JIMS Phase I in support of the County's Strategic Goal 1 – Operational Effectiveness and Goal 5 – Public Safety.
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-09 Business Automation Plan.

Yes	No	Question
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The JIMS Project complies with the IT Directions document by utilizing web-based enterprise solutions to meet department needs.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards? JIMS utilizes web-based technologies with an underlying Oracle database.
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department is requesting approval of Amendment Number 2 to Agreement 74666 with Syscon Justice Systems, Inc. for customization and implementation of the jail information management system (JIMS). The Amendment will:

- Extend the term of the Agreement through June 30, 2001;
- Increase the maximum contract sum by $4,372,402 to support the implementation of application modules for Phase 2/Stage 1 (including a $662,545 contingency) and two years maintenance and support;
- Move certain work from Phase 1 to Phase 2/Stage 1 with a carryover of $392,725; and
- Reduce the payment withhold to 15 percent.

Background:

JIMS is a high-priority multi-phase project at the Sheriff's Custody Division to replace an aging legacy system, the Automated Jail Information System (AJIS). Since the original Agreement was executed on December 2, 2003, the Sheriff's Department has completed and accepted the deliverables described in JIMS Phase I and are initiating the second project phase. The following Phase 1 deliverables were completed:

- Trust Accounting module and interface
- xTAG/XML Interface engine
- Property Management module
- Comprehensive Event Tracking (Title 15) Pilot
- Inmate Inquiry module
- Case Jacket Tracking module
- Medical Co-pay module

Project Justification/Benefits:

This Amendment will provide the professional services, software, support and maintenance from Syscon for the JIMS Phase 2/Stage 1. JIMS Phase 2/Stage 1 includes the implementation of new application modules for Title 15 Comprehensive Event Tracking, Trial Court Information System Interface, Pay for Stay Interface, Visitor Management, Community Case Management, and upgrades to the database management system. Additionally, the

Contractor will also be conducting Fit-Gap analysis for Consolidated Booking and Legal Cases & Document Management, which are planned for implementation in a later phase.

Project Metrics:

New deliverables and acceptance criteria are defined in the Amendment.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The approval of this Amendment is required to support the Sheriff's Department's plan to replace its aging legacy jail management system.

Alternatives Considered:

None.

Project Risks:

There is minimal project risk since the Sheriff's Department has concluded Final Acceptance of all functionality implemented in JIMS Phase I on May 23, 2008.

Risk Mitigation Measures:

The following risk mitigation measures are included in the Amendment:

- A 15% payment holdback until Final System Acceptance; and
- A 20% contingency for the implementation of new application modules.

Additionally, the Amendment has also been reviewed by outside counsel, Glaser, Weil, Fink, Jacobs, Howard & Shapiro LLP.

Financial Analysis:

This Amendment is to increase the contract sum by $4,372,402 to $5,589,725. The Sheriff's Department has identified sufficient funding in its Inmate Welfare Fund for this Amendment.

CIO Concerns:

None.

CIO Recommendations:

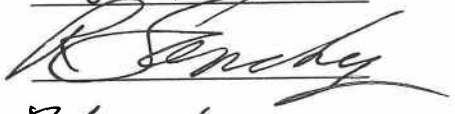
My Office supports this action and recommends Board approval.

CIO APPROVAL

Date Received: July 24, 2009

Prepared by: Greg Melendez

Date: August 7, 2009

Approved: 

Date: 8/12/09

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