



KENNETH I. CLAYMAN
INTERIM PUBLIC DEFENDER

October 10, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AN AGREEMENT WITH VERTIBA, LLC FOR A CLIENT CASE MANAGEMENT SYSTEM, APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. PCG073014 WITH PUBLIC CONSULTING GROUP (PCG) FOR CLIENT CASE MANAGEMENT SYSTEM CONSULTING SERVICES, AND APPROVE AN APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4-VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Los Angeles County Public Defender (Public Defender) is requesting approval of (i) an Agreement with Vertiba, LLC (Vertiba) for the licensing, development, implementation, and maintenance and support of a Client Case Management System (CCMS); (ii) approval of Amendment No. 5 to a Contract with Public Consulting Group Technology Consulting (PCG) for CCMS consulting services to assist in the development and implementation of the CCMS to extend the term of the Contract; and (iii) approve an Appropriation Adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Public Defender to finalize and execute the attached Agreement (Attachment III) with Vertiba, including any source code escrow agreements incorporated into the Agreement, for a contract term commencing upon such execution and continuing for the term of five (5) years and a maximum contract sum of \$17,904,727 for the entire term of the Agreement, following and contingent upon the County's receipt from Vertiba's parent company Sapiant Corporation of a performance guaranty to the satisfaction of the County.

"To Enrich Lives Through Efficient and Caring Service"

LAW OFFICES

LOS ANGELES COUNTY PUBLIC DEFENDER

19-513 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE ST, 19TH FLOOR
LOS ANGELES, CALIFORNIA 90012
(213) 974-2811
TDD # (800) 801-5551

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 October 10, 2017

LORI GLASGOW
EXECUTIVE OFFICER

2. Delegate authority to the Public Defender, or designee, with concurrence from County Counsel and the Chief Information Office (CIO), to execute Change Notices or Amendments, as applicable, or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add certain terms and conditions as required by the Board or the County's Chief Executive Office (CEO); (2) provide written consent to an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Agreement in the event of a sale, transfer, exchange, assignment or divestment of Vertiba's equity holders resulting in a change in the majority control of Vertiba; (3) acquire goods and/or services related to the CCMS using Pool Dollars allocated for the Agreement without increasing the maximum contract sum allocated for the term of the Agreement; (4) add, replace or amend source code escrow agreements for the software components included in the CCMS; (5) make changes to the project, including project schedule, requirements and statement of work, that do not require any additional costs or expenses and do not otherwise materially affect any term or condition of the Agreement; and (6) acquire optional work using Pool Dollars available for the term of the Agreement.
3. Approve and authorize the Public Defender to execute and finalize Amendment No. 5 with PCG for consulting services (Attachment IV) for the term of three (3) years and a maximum sum of \$1,899,875 to begin Phase III of the CCMS project on October 10, 2017 and end on October 9, 2020.
4. Delegate authority to the Public Defender to exercise a one-year option to extend the Contract with PCG for consulting services for an additional one (1) year from October 10, 2020 through October 9, 2021, at no additional cost.
5. Approve the attached Appropriation Adjustment (Attachment V) in the amount of \$3,507,000 from Committed For IT Enhancements Obligated Fund Balance to allocate funding for the implementation for FY 2017-18.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Public Defender with a CCMS that will meet the County's current and future information technology requirements and increase the effectiveness and efficiency of the Public Defender's defense case management functions as well as to provide the Public Defender with CCMS consulting services and Organizational Change Management (OCM) services to assist the Department with CCMS development and implementation.

On October 11, 2016, the Board of Supervisors approved a motion (i) directing the CEO to engage the Los Angeles County Bar Association (Bar Panel) to assume responsibility for the third level conflict of juvenile cases, effective November 1, 2016, when the Public Defender and the Alternate Public Defender (APD) are both lawfully unavailable or have

a conflict of interest, and (ii) instructing the Public Defender and APD to implement a new integrated CCMS on a common case platform for the juvenile indigent defense population, within eighteen months of Board approval of the selected vendor (Attachment VI). Consistent with the Board motion, the APD and the Bar Panel will engage Vertiba on a sole source basis for development and implementation of a CCMS.

The Public Defender, in consultation with the CIO and the Information Systems Advisory Body (ISAB), engaged CCMS consultant PCG for identifying the differences between Public Defender's and APD's system requirements. The contract with PCG was amended to extend its term through December 31, 2017 in order to incorporate APD and Bar Panel requirements into the CCMS requirements, conduct system readiness assessments, and secure additional contract negotiations support with Vertiba. The Public Defender will continue to use PCG to provide CCMS consulting services during its CCMS project, consisting of CCMS design, development and implementation activities under the recommended Agreement.

The CCMS will maintain the Public Defender's digital evidence and data from other County justice departments, state, federal and local justice partners as well as data from faith and community based organizations for developing the Public Defender's digital case files.

The proposed CCMS solution will provide for a secure and robust cloud-based legal case management solution residing on a cloud-based platform maintained and supported by Salesforce.com, Inc. (Salesforce), which is also the provider of the core CCMS software. The cloud-based architecture will allow the County to develop and deploy the CCMS rapidly and scale conveniently to meet future needs. Moreover, the CCMS will deliver workload metrics that result in the equitable distribution of work and allocation of staff as well as metrics for collaborative and restorative justice that emphasize the client, rather than the case. The CCMS will also enable Digital Content Management tools to support the collection, management and publishing of information and data. The proposed CCMS solution was designed cognizant of APD and Bar Panel. The prime functionality of the proposed solution and the APD and Bar Panel solutions will be the same.

Under Phase III of the CCMS project, PCG is to provide the Public Defender with consulting services for CCMS development and implementation as well as OCM services, all pursuant to the Board motion.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Agreement with the County and Vertiba supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by providing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services; and Goal No. 3, Realize Tomorrow's Government Today, by facilitating data exchanges between the Public Defender and its justice partners.

The proposed Amendment between the Public Defender and PCG supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by providing expert advice to the Public Defender for the purpose of developing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services.

FISCAL IMPACT/FINANCING

Following your Board’s approval of the recommended Appropriation Adjustment in the amount of \$3,507,000 from Committed For IT Enhancements Obligated Fund Balance to increase the Public Defender’s services and supplies appropriation.

Summary

Below is a summary of the five-year estimated cost of the project along with the project financing plan. Attachment I is a detailed schedule of the project.

PROJECT COSTS	Year 1	Year 2	Year 3	Year 4	Year 5	Total
One-time implementation (contracts)	\$ 3,507,360	\$ 4,386,628	\$ 285,155	\$ -	\$ -	\$ 8,179,143
One-time contingency	470,000	2,000,000	-	-	-	2,470,000
One-time mobile computing equipment	200,000	200,000	200,000	-	-	600,000
On-going (software licenses and services)	1,307,006	2,134,612	2,599,928	2,889,547	3,019,873	11,950,966
	\$ 5,484,366	\$ 8,721,240	\$ 3,085,083	\$ 2,889,547	\$ 3,019,873	\$ 23,200,109

PROJECT FUNDING	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Obligated Fund Balance Committed for IT	\$ 3,507,360	\$ 4,386,628	\$ 285,155	\$ -	\$ -	\$ 8,179,143
Project funding - PFU	470,000	-	-	-	-	470,000
Set aside in PFU	1,307,006	1,692,994	-	-	-	3,000,000
Redirect savings (legacy system)	-	-	-	1,716,654	1,716,654	3,433,308
Est. fund balance (yr-end savings carryover)	200,000	2,641,618	2,799,928	1,172,893	-	6,814,439
Net county cost	-	-	-	-	1,303,219	1,303,219
	\$ 5,484,366	\$ 8,721,240	\$ 3,085,083	\$ 2,889,547	\$ 3,019,873	\$ 23,200,109

Quarterly reviews of expenditures will be performed to determine year-end savings (i.e., if the department can absorb costs within the existing budget or if additional Net County Cost (NCC) required. If additional NCC is required, funds will be transferred during the Mid-Year or Year-End budget adjustment process.

Required on-going funding for system licenses and operations beginning in year 5 is estimated at \$1,303,000 to be offset with net county cost.

Vertiba Contract

The maximum contract sum allocated for the term of the Agreement with Vertiba is \$17,904,727 which includes (i) \$15,434,727 for system implementation services, software licensing and one year of system maintenance and support to be provided by Vertiba and (ii) up to \$2,470,000 for an allocation of Pool Dollars to be used, at County’s option, for provision of optional work, including professional services and additional software product licenses, \$300,000 of which is estimated for two years of as-needed on-demand maintenance and support to be provided by Vertiba upon County’s request

(1,000 hours for each of the two years at \$150 per hour) and \$470,000 of which is specifically allocated for CCMS functionality specific to Assembly Bill 109 (AB 109). The anticipated cost for the implementation services, software license and standard support services, and Vertiba's post-production one year of maintenance and support services are broken down by the Agreement years below.

PCG Amendment

The maximum contract sum allocated for the term of the PCG Amendment is \$1,899,875, which includes (i) \$1,299,875 for CCMS consulting services to guide the development and implementation of the CCMS and (ii) \$600,000 for OCM services. The anticipated costs for CCMS consulting services and OCM services are broken down by the Amendment years below.

Equipment

The maximum sum allocated for information technology equipment is \$600,000 and will be used to purchase iPads (or equivalent) over three (3) years. The anticipated costs for information technology equipment are broken down by project years below.

ISD Services

The maximum sum allocated for Internal Services Department (ISD) services is \$2,795,507 which includes (i) \$1,587,281 for ISD data center hosting and (ii) \$1,208,226 for ISD application support, less current operating budget savings of \$3,433,308 for a net maximum savings for ISD services of \$637,801. The anticipated costs for ISD services are broken down by project years below.

The project will be managed by Public Defender staff at no additional cost to the County.

The estimated maximum cost of \$23,200,109 for the CCMS project is broken down by each of the five (5) years as follows:

- Year 1: The total anticipated required cost for Year 1 of the CCMS project is \$5,484,366.

The anticipated required cost under the Agreement with Vertiba is \$4,164,204 and includes \$2,700,000 for CCMS development and initial stages of implementation, including planning, analysis, design and training; \$994,204 for software licenses and support services for software from Salesforce, LinkPoint360, LLC (LinkPoint), Luminix, Inc. (Luminix) and Open Text Inc. (Open Text) which comprise the CCMS solution (CCMS software); and \$470,000 for the development and implementation of CCMS functionality specific to AB 109.

The anticipated required cost under the Contract with PCG is \$807,360 and includes \$507,360 for CCMS consulting services to guide the development of the

CCMS; and \$300,000 for OCM services.

The anticipated required cost for information technology equipment is \$200,000 to purchase mobile computing equipment for the initial phased hardware roll out.

The anticipated required cost for ISD is \$312,802 for ISD data center hosting.

- Year 2: The total anticipated required cost for Year 2 of the CCMS project is between \$6,721,240 to \$8,721,240. \$2,000,000 will be set aside to fund project contingencies as necessary.

The anticipated required cost under the Agreement with Vertiba is \$5,398,972 and includes \$3,579,268 for the continued CCMS development and implementation, including interfacing, system and user testing, training and deployment; and \$1,819,704 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$807,360 and includes \$507,360 for the continued CCMS consulting services to guide the development of the CCMS; and \$300,000 for the continued OCM services.

The anticipated required cost for information technology equipment is \$200,000 to purchase mobile computing equipment for the second phased hardware roll out.

The anticipated required cost for ISD is \$314,908 for ISD data center hosting.

- Year 3: The total anticipated required cost for Year 3 of the CCMS project is \$3,085,083.

The anticipated required cost under the Agreement with Vertiba is \$2,282,704 and includes \$416,000 for first year of post-deployment maintenance and support by Vertiba; and \$1,866,704 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$285,155 for CCMS consulting services to guide the implementation of the CCMS.

The anticipated required cost for information technology equipment is \$200,000 to purchase mobile computing equipment for the final phased hardware roll out.

The anticipated required cost for ISD is \$317,224 for ISD data center hosting.

- Year 4: The total anticipated required cost for Year 4 of the CCMS project is \$2,889,547 less current operating budget savings of \$1,716,654 for a net cost of \$1,172,893.

The anticipated required cost under the Agreement with Vertiba is \$1,973,120 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$0 and includes a time-only option to extend the Agreement for an additional year, from October 10, 2020 to October 9, 2021.

Anticipated net savings for ISD costs will be \$800,227 and consists of new costs of \$916,427 and includes \$319,772 for ISD data center hosting; and \$596,655 for ISD application support offset by current operating budget savings of \$1,716,654.

- Year 5: The total anticipated required cost for Year 5 of the CCMS project is \$3,019,873 less current operating budget savings of \$1,716,654 for a net cost of \$1,303,219.

The anticipated required cost under the Agreement with Vertiba is \$2,085,727 for CCMS software licenses and support services.

Anticipated net savings for ISD costs will be \$782,508 and consists of new costs of \$934,146 and includes \$322,575 for ISD data center hosting; and \$611,571 for ISD application support offset by current operating budget savings of \$1,716,654.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Contract with Vertiba:

The proposed CCMS is based on a Software-as-a-Service and Platform-as-a-Service model that will provide for a secure and robust cloud-based legal case management solution residing on a cloud-based platform maintained and support by Salesforce. The cloud-based architecture will allow the County to build the CCMS rapidly using the Salesforce application-building software together with the software from third-party partner vendors, all of which will be licensed by Vertiba to County through Carahsoft Technology Corp. (Carahsoft), which is a subcontractor under the Agreement and the only authorized reseller of Salesforce licenses to government entities. Vertiba as a system integrator will be responsible for all aspects of the CCMS implementation, including design, development, installation, configuration, interfacing, training, data conversation, system hosting, disaster recovery, and knowledge transfer to enable County and ISD to support the CCMS. Following County's acceptance of the implemented CCMS, Vertiba will provide one-year of post-production maintenance and support, at the end of which ISD will assume long-term CCMS system maintenance and support and become the primary point of contact for all system issues. As part of maintenance and support, ISD will coordinate with software vendors for resolution of issues relating to software support, while issues relating to system performance or availability will continue to be addressed by Salesforce. For issues requiring provision of professional services, County will be able to procure Vertiba's on-demand support services for as-needed maintenance and support

using contingency Pool Dollars allocated for the terms of the Agreement.

This Agreement is not Proposition “A” contract, since approval of the Agreement will not displace County employees, and the services offered under the Agreement currently cannot be performed by the individual County departments due to the need for specialized skills.

Except as detailed in the attached list of exceptions/deviations from County’s standard terms and conditions (Attachment VII), the Agreement contains all Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, the Safely Surrendered Baby Law, Assignment and Delegation, Budget Reductions, and compliance with the Data Encryption policy. The Agreement may be terminated for convenience by County upon 45 days’ prior written notice to Vertiba.

In accordance with the Board’s directive to engage outside counsel for information technology agreements exceeding \$5 million, County Counsel retained the law firm of Pepper Hamilton LLP (outside counsel) after initial negotiation of the Agreement to assist the County in concluding the negotiations. Accordingly, the outside counsel, in conjunction with County Counsel, reviewed the Agreement and prepared a privileged letter analyzing the Agreement, which is being submitted to your Board separately by County Counsel in accordance with the Board’s policy. The award of this Agreement is conditioned upon the County’s receipt from Vertiba’s parent company Sapiient Corporation of a letter guaranteeing Vertiba’s performance under the Agreement.

The Chief Information Office (CIO) reviewed the Agreement and recommends approval. The Office of the CIO has prepared an Analysis (Attachment II).

County Counsel has reviewed and approved this Agreement as to form. The CEO’s Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

Contract with PCG:

The Contract with PCG, including this Amendment, is not a Proposition “A” contract since the services provided by PCG under the Contract will not displace County employees cannot be performed by the individual County departments due to the need for specialized skills.

The Contract with PCG contains all of the latest Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation, and Budget Reductions.

Further, the Public Defender will not require PCG to perform services in excess of the Board approved contract sum, scope of work, and/or Contract dates. PCG has accepted

all the terms and conditions included in the Contract, including the proposed Amendment.

The CIO reviewed the Amendment and recommends approval. The Office of the CIO has prepared an Analysis (Attachment II).

County Counsel has reviewed and approved this Contract as to form.

CONTRACTING PROCESS

Contract with Vertiba:

In May 2015, PCG released a recommendations report identifying, describing, and validating Public Defender's CCMS options. In July 2015, PCG began the second phase of the project, devising the procurement strategy and assisting the Public Defender with the development of the Request for Proposals (RFP) and evaluation documents. On December 22, 2015, the County released the RFP for a Case Management System. Notice of the RFP was posted on the County's website <http://www.lacounty.gov>.

Four (4) proposals from qualified vendors were received by the proposal due date of March 2, 2016 and evaluated using the County's standard "informed averaging" evaluation methodology, with Vertiba's proposal receiving the highest score and Vertiba being selected for negotiations. The other three (3) vendors requested debriefings regarding their proposals, but no formal protests were filed.

Contract with PCG:

On August 2, 2013, the County released an RFP for Public Defender CCMS consulting services. Notice of the RFP was posted on the County's website <http://www.lacounty.gov>.

Six proposals were received by the closing date of October 2, 2013. The proposals were evaluated, and PCG received the highest score and was selected for Contract award. In its proposal, (1) PCG presented the most detailed and comprehensive solution for Phases I and II of the CCMS project, as well as Optional Services in Phases III and IV; (2) the consulting team proposed by PCG was the most experienced in CCMS' for criminal defense and justice community partner collaborations; and (3) the hourly rate for PCG services was the second lowest rate of all vendor proposals. The combination of these factors represents the best value and greatest opportunity for project success. The Public Defender interviewed PCG Technology Consulting staff on December 16, 2013.

On July 30, 2014, Contract Number PCG073014 was executed by the Public Defender as approved by the Board to implement Phase I of the CCMS project. Effective July 1, 2015, Amendment 1 was executed to implement Phase II of the CCMS project to extend the term of the Contract for one year, which was the first of three (3) one-year options to extend the Contract, through June 30, 2016. Effective July 1, 2016, Amendment 2 was executed to extend Phase II of the CCMS project to extend the term of the Contract for an additional six months, through December 30, 2016. Effective January 1, 2017,

Amendment 3 was executed to extend the term of the Contract for an additional six months, through June 30, 2017. Effective July 1, 2017, Amendment 4 was executed to extend the term of the Contract at no cost for an additional six (6) months, through December 31, 2017.

Based on the October 11, 2016 Board motion instructing the Public Defender to implement a new integrated CCMS on a common case platform for the juvenile indigent defense population, within eighteen months of Board approval of the selected vendor, the Public Defender is seeking Board approval for funding to begin Phase III of the CCMS project for a period from October 10, 2017 through October 9, 2021.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the Agreement with Vertiba and Amendment with PCG will increase operational efficiency and effectiveness by improving the ability to measure workload, allocate staff and resources, and provide staff case preparation tools to best achieve the Public Defender's and APD's mission and vision.

CONCLUSION

Upon your Board's approval, it is requested that the Executive Officer, Clerk of the Board of Supervisors, return two (2) adopted stamped copies of the Board letter to: Public Defender, Attention Kenneth I. Clayman, Interim Public Defender, 210 West Temple Street 19th Floor, Los Angeles, California 90012.

Respectfully submitted,

Reviewed by:



KENNETH I. CLAYMAN
Interim Public Defender



PETER LOO
Acting Chief Information Officer

KIC:bh

Enclosures (7)

c: Executive Office, Board of Supervisors
Chief Executive Office
Alternate Public Defender
Auditor-Controller
County Counsel

ATTACHMENT I
PD Case Management System Project Budget

CIO Recommendations						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Vertiba/Salesforce						
Implementation services	\$ 2,700,000	\$ 3,579,268	\$ -	\$ -	\$ -	\$ 6,279,268
Software subscription	994,204	1,819,704	1,866,704	1,973,120	2,085,727	8,739,459
Application Mgmt Services	-	-	416,000	-	-	416,000
Contingency	470,000	2,000,000	-	-	-	2,470,000
Subtotal	4,164,204	7,398,972	2,282,704	1,973,120	2,085,727	17,904,727
PCG Consulting						
Project Mgmt Services	507,360	507,360	285,155	-	-	1,299,875
Change Mgmt Services	300,000	300,000	-	-	-	600,000
Subtotal	807,360	807,360	285,155	-	-	1,899,875
Mobile computing equipment	200,000	200,000	200,000	-	-	600,000
ISD Hosting and Services						
Opentext hosting	312,802	314,908	317,224	319,772	322,575	1,587,281
Application Mgmt Services	-	-	-	596,655	611,571	1,208,226
Subtotal	312,802	314,908	317,224	916,427	934,146	2,795,507
Grand total	\$ 5,484,366	\$ 8,721,240	\$ 3,085,083	\$ 2,889,547	\$ 3,019,873	\$ 23,200,109

PROJECT COSTS	Year 1	Year 2	Year 3	Year 4	Year 5	Total
One-time implementation (contracts)	\$ 3,507,360	\$ 4,386,628	\$ 285,155	\$ -	\$ -	\$ 8,179,143
One-time contingency	470,000	2,000,000	-	-	-	2,470,000
One-time mobile computing equipment	200,000	200,000	200,000	-	-	600,000
On-going (software licenses and services)	1,307,006	2,134,612	2,599,928	2,889,547	3,019,873	11,950,966
	\$ 5,484,366	\$ 8,721,240	\$ 3,085,083	\$ 2,889,547	\$ 3,019,873	\$ 23,200,109

PROJECT FUNDING	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Obligated Fund Balance Committed for IT	\$ 3,507,360	\$ 4,386,628	\$ 285,155	\$ -	\$ -	\$ 8,179,143
Project funding - PFU	470,000	-	-	-	-	470,000
Set aside in PFU	1,307,006	1,692,994	-	-	-	3,000,000
Redirect savings (legacy system)	-	-	-	1,716,654	1,716,654	3,433,308
Est. fund balance (yr-end savings carryover)	200,000	2,641,618	2,799,928	1,172,893	-	6,814,439
Net county cost	-	-	-	-	1,303,219	1,303,219
	\$ 5,484,366	\$ 8,721,240	\$ 3,085,083	\$ 2,889,547	\$ 3,019,873	\$ 23,200,109



PETER LOO
ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 17-15

DATE:

9/26/17

SUBJECT:

APPROVAL OF AN AGREEMENT WITH VERTIBA, LLC FOR A CLIENT CASE MANAGEMENT SYSTEM AND APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. PCG073014 WITH PUBLIC CONSULTING GROUP FOR CLIENT CASE MANAGEMENT SYSTEM CONSULTING SERVICES

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Ken Clayman, Interim Public Defender

Description: The Public Defender (PD) is requesting Board authorization to: 1) finalize and execute an Agreement with Vertiba, LLC (Vertiba) with a term of five years for acquisition of third-party software licenses, development, implementation, hosting, and support of their Client Case Management System (CCMS) contingent on the County receiving a satisfactory performance guaranty from Sapient Corporation, Vertiba's parent company; 2) to execute Change Notices with concurrence from County Counsel that do not require additional funding or materially affect the Agreement; 3) finalize and execute Amendment No. 5 with Public Consulting Group (PCG) for project and change management consulting services with a term of three years and a one-year option; 4) approve a FY 2017-18 Appropriation Adjustment to support the project implementation.

Contract Amount: 17,904,727

Funding Source: County General Fund and AB109

 Legislative or Regulatory Mandate Subvended

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

Under this proposed Agreement, the County will: 1) acquire third-party licenses (Salesforce, OpenText, LinkPoint360, Drawloop, and Pulsar/Lumix) and professional services to develop, implement, host, and support CCMS for PD; and 2) acquire PCG project management and change management services to support the CCMS implementation.

The implementation of the CCMS is consistent with the County's legacy applications replacement initiative. The County's plan is to leverage the CCMS to provide separate case management systems on a common system platform for the Alternate Public Defender (APD), the Bar Panel, and potentially the District attorney (DA), as directed by the October 2016 Board Motion.

BUSINESS DRIVERS:

The CCMS will be a secure, cloud based, legal case management application, will replace the PD's legacy, mainframe Defense Management System (DMS), which is hosted and maintained by the Internal Services Department (ISD).

The business drivers for the Public Defender CCMS:

- Provide PD staff with modern case preparation tools that can be accessed remotely for data entry and inquiry to improve productivity in the court room and reduce the reliance on paper;
- Improve the ability to capture workload metrics to better allocate staff and resources; and
- Enable a "client centric" view of Public Defender services and programs to more effectively measure program outcomes for Department clients.

PROJECT ORGANIZATION:

The CCMS project will be managed by PD's information technology organization under the direction of the Division Manager. Jenny Brown, PD's Chief Deputy, is the Project Sponsor; and Noble Kennamer, Division Manager, is the Project Director.

PERFORMANCE METRICS:

PD plans to monitor and validate the contractor's CCMS development work using the following:

- Milestones and acceptance criteria detailed in the Contract's Statement of Work (SOW); and
- A detailed implementation plan that will be developed and used throughout the Contract to ensure all work is scheduled and accounted for and all requirements are identified and completed.

All tasks and deliverables are based on a negotiated fixed price with a 10% holdback that will be approved by the Project Director before payment.

In addition, PCG will provide third-party Independent Verification & Validation (IV&V) of project deliverables to confirm they meet specified requirements, and meet the County needs.

CCMS will be hosted in the Salesforce Cloud and will be monitored via a Service Level Agreement (SLA), which specifies system performance, reliability, responsiveness, response and issue resolution timeframes, and repercussions if SLA commitments are not met. In addition, there are support agreements with the third-party software application providers for issue resolution.

STRATEGIC AND BUSINESS ALIGNMENT:

The proposed Contract supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by implementing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services; and Goal No. 3, Realize Tomorrow's Government Today, by deploying a system that facilitates data exchanges between the PD and its justice partners.

PROJECT APPROACH:

Vertiba, the prime contractor, is a system integrator responsible for all aspects of CCMS implementation and support, including: design, development, configuration, and integration of the applications, training, data conversion, implementation, application hosting, interface management, and disaster recovery. PCG will provide project management IV&V services and change management services to support a successful CCMS implementation. ISD, will be assuming long term CCMS application maintenance and support, and will be working collaboratively with Vertiba during the system implementation to ensure appropriate knowledge transfer. Carasoft, a subcontractor to Vertiba, will procure the third-party software, and Salesforce will provide the application cloud hosting for CCMS.

CCMS development and configuration is expected to be approximately 24 months. CCMS Adult module will be implemented in Contract Year 3, followed by the implementation of the Juvenile module in Contract Year 4. This implementation approach aligns with the Superior Court's planned implementation of their Tyler/Odyssey Juvenile Case Management system in September 2018.

After system go-live, there will be a 100-day full system warranty to resolve system deficiencies. After the warranty expires, Vertiba will provide CCMS application maintenance and support for 12 months. After this 12-month support period, CCMS application maintenance and support will transition to ISD with Vertiba on-demand access for system fixes and issue resolution. All CCMS interfaces will be managed by ISAB's Proactive Information Exchange. The Chief Information Office (CIO) will continue to provide governance and oversight related to implementation of an integrated case management system.



ALTERNATIVES ANALYZED:

The County issued a Request for Proposals (RFP) in December 2015 for a CCMS, and four proposals were received by the submission deadline. Three of the proposals offered commercial off-the-shelf (COTS) solutions that would be configured/customized to meet the PD's requirements, while Vertiba offered a framework solution utilizing configurable pre-developed Apps based on the Salesforce platform for rapid development and deployment.

Vertiba proposal received the highest score using the County's Informed Averaging methodology and was selected. CIO concurs with the selection of the vendor and believes the recommended vendor's framework solution will be able to support the

	<p>business and technical needs of PD, APD and the Bar panel for a case management system.</p> <p>No alternatives were considered for PCG because it is uniquely qualified to provide the project IV&V and change management services due to its extensive defining CCMS requirements, conducting readiness assessments and supporting contract negotiations. PCG has gained tremendous business knowledge in the past year working with PD and APD to identify the requirements. It is in the best interest of the county to continue PCG services. This is consistent with CIO’s response to the Board motion to retain PCG, the current consultant hired by PD to assist in the acquisition, development and implementation of an integrated case management system, and expand the scope of its current work to include overseeing the implementation of a case management system for APD, based on the common case platform with PD.</p>																				
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The proposed CCMS solution will be comprised of the following platform and supporting software products/apps:</p> <ul style="list-style-type: none"> • Salesforce – customer relationship management solution that will facilitate PD internal and external case management business processes. It serves as the platform on which case management functionality will be built and hosted. • LinkPoint360 – integrates Microsoft Outlook and Salesforce to enable users to view, record, and sync content between the two applications. • DrawLoop – Supports document creation in Salesforce by merging data from Microsoft Word, Excel, PowerPoint, or PDF document templates. • Pulsar/Lumix – Synchs Salesforce records to support offline capabilities. • OpenText Enterprise Content Management Suite – Provides document management and serves as the content repository, which will be hosted at the County’s Data Center. 																				
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Vertiba Contract Costs:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Professional Services.....</td> <td style="text-align: right;">\$ 5,786,952</td> </tr> <tr> <td>Training</td> <td style="text-align: right;">\$ 492,316</td> </tr> </table> <p>PCG Third Party Contract Costs:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project Management</td> <td style="text-align: right;">\$ 1,299,875 (1)</td> </tr> <tr> <td>Organizational Change Management</td> <td style="text-align: right;">\$ 600,000 (2)</td> </tr> <tr> <td>Total One-Time Costs</td> <td style="text-align: right;">\$ 8,179,143</td> </tr> <tr> <td>Contract Pool Dollars</td> <td style="text-align: right;">\$ 2,470,000 (3)</td> </tr> </table> <p>Ongoing Costs (first five years):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">License & Subscription Fees Costs.....</td> <td style="text-align: right;">\$ 8,739,459 (4)</td> </tr> <tr> <td>PC and Mobile Devices.....</td> <td style="text-align: right;">\$ 600,000 (5)</td> </tr> <tr> <td>Application Maintenance Services</td> <td style="text-align: right;">\$ 3,211,507 (6)</td> </tr> <tr> <td>Total Ongoing Costs</td> <td style="text-align: right;">\$12,550,966</td> </tr> </table>	Professional Services.....	\$ 5,786,952	Training	\$ 492,316	Project Management	\$ 1,299,875 (1)	Organizational Change Management	\$ 600,000 (2)	Total One-Time Costs	\$ 8,179,143	Contract Pool Dollars	\$ 2,470,000 (3)	License & Subscription Fees Costs.....	\$ 8,739,459 (4)	PC and Mobile Devices.....	\$ 600,000 (5)	Application Maintenance Services	\$ 3,211,507 (6)	Total Ongoing Costs	\$12,550,966
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Total Ongoing Costs	\$12,550,966																				

	<p><u>Notes</u></p> <ul style="list-style-type: none"> (1) PCG project management support services for CCMS deployment. (2) PCG process improvement and change management support services for CCMS deployment. (3) Pool dollars for future development and \$150,000 Year 4 and 5, Vertiba On-Demand application support services purchased in blocks of 250 hours at \$150 per hour; and authorized future application development services at \$200 per hour. Any unused hours remaining in the annual purchased block will be refunded to Contract Pool Dollars. \$470,000 is specifically allocated for CCMS functionality specific to Assembly Bill 109 (AB 109) (4) Licensing and subscriptions for full CCMS deployment (Adult and Juvenile modules). Subsequent years include a negotiated four percent annual cost increase that includes up to three upgrades per year over the term of the contract. (5) Mobile devices deployment for years 1 through 3 to replace. (6) Application Management Services are offset to be provided by Vertiba for one year (\$416,000) and ISD in subsequent years.
<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ul style="list-style-type: none"> • Vertiba will use an Agile implementation methodology, an iterative development process that requires substantial business and IT involvement during the entire development cycle. This will require PD to appropriately resource the project, establish strong project governance, and institute an organizational change management strategy. • A lack of experienced Project Manager may increase the risk of successful project implementation. PCG consulting services will minimize this risk by IV&V and change management services. • ISD has no prior experience with Salesforce framework implementation and support. ISD plans to provide Salesforce training for their staff and will work collaboratively with the Vendor during the system implementation to ensure appropriate knowledge transfer. • The negotiated agreement included the following exceptions: <ul style="list-style-type: none"> ○ Liquidated Damages: County’s entitlement to liquidated damages was eliminated and replaced with 10 percent hold back for each implementation deliverable, which will be paid upon County final acceptance of system implementation. ○ During the first year of system maintenance and support, Vertiba will not provide commitment to resolve deficiencies within a prescribed period of time because of the dependency on the third-party software vendors for resolution. Vertiba will provide an estimated resolution time after issue researched and fix identified. • There are minimal risks related to data conversion, which will be mitigated through testing to ensure data completeness and integrity. • The Acting Chief Information Officer (CIO) reviewed the proposed contract and did not identify any IT security or privacy related issues.

CIO Approval	PREPARED BY:  _____ Fred Nazarbegian, Sr. Associate CIO	<u>9-27-17</u> Date
	APPROVED:  _____ Peter Loo, Acting Chief Information Officer	<u>9/27/17</u> Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciotranet.lacounty.gov/>



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
VERTIBA, LLC
FOR
CLIENT CASE MANAGEMENT SYSTEM

OCTOBER 2017

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EXHIBITS

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 - Attachment A.3 System Architecture
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 - Attachment A.6 Deliverable Acceptance Document
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- Exhibit B Pricing Schedule
 - Schedule B.1 Optional Work Schedule
- Exhibit C Project Schedule
- Exhibit D Service Level Agreement
 - Schedule D.1 Application Management Services
 - Schedule D.2 On-Demand Application Support
 - Schedule D.3 Maintenance and Support Process
- Exhibit E Administration of Agreement
- Exhibit F Confidentiality and Assignment Agreement
- Exhibit G Contractor's EEO Certification
- Exhibit H Jury Service Ordinance
- Exhibit I Safely Surrendered Baby Law
- Exhibit J Source Code Escrow Agreements
- Exhibit K Pre-Approved Subcontractors
- Exhibit L Subscription License, Service Levels and Support Terms
 - Schedule L.1 Salesforce.com, Inc.
 - Schedule L.2 LinkPoint360, LLC
 - Schedule L.3 Luminix, Inc.
 - Schedule L.4 Nintex USA Inc.
 - Schedule L.5 Open Text Inc.
- Exhibit M Contractor's Proposal [Incorporated by Reference]
- Exhibit N Request for Proposals [Incorporated by Reference]

This Agreement is entered into this _____ day of _____, 2017 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County") and Vertiba, Inc. (hereinafter "Contractor") (hereinafter collectively also the "parties").

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision, maintenance and support of a Case Management System (hereinafter "CMS" or "System") solution (hereinafter "Solution") for the Law Office of the Los Angeles County Public Defender (hereinafter "Public Defender"); and

WHEREAS, Contractor has submitted a proposal to County for the provision, maintenance and support of the Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. **APPLICABLE DOCUMENTS**

1.1 INTERPRETATION

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, I, J, K and L including all Attachments and Schedules thereto, attached hereto, and Exhibits M and N, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – Software Configuration

Attachment A.3 – System Architecture

Attachment A.4 – Information Security Requirements

Attachment A.5 – Compliance with Encryption Requirements

Attachment A.6 – Deliverable Acceptance Document

Attachment A.7 – Solution Methodology

Attachment A.8 – Participating Agencies

Attachment A.9 – Proposal Forms

- Exhibit B – Pricing Schedule
 - Schedule B.1 – Optional Work Schedule
- Exhibit C – Project Schedule
- Exhibit D – Service Level Agreement
 - Schedule D.1 – Application Management Services
 - Schedule D.2 – On-Demand Application Support
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 - Schedule L.2 LinkPoint360, LLC
 - Schedule L.3 Luminix, Inc.
 - Schedule L.4 Nintex USA Inc.
 - Schedule L.5 Open Text Inc.
- Exhibit M – Contractor’s Proposal (incorporated by reference)
- Exhibit N – Request for Proposals (incorporated by reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 ACCEPTANCE

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including System Tests, provided by Contractor to County pursuant to this Agreement.

1.3.2 ACCEPTANCE CRITERIA

The term “Acceptance Criteria” shall mean criteria for County’s Acceptance of Deliverables as specified in Exhibit A (Statement of Work).

1.3.3 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean additional Licensed Software, and related Documentation, that Contractor may provide upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.4 AGREEMENT

The term “Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation).

1.3.5 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Change Notices and Amendments).

1.3.6 ANNUAL FEES

The term “Annual Fee(s)” shall mean the annual portion of the Maintenance Fees to be paid by County to Contractor for System Maintenance for Maintenance Periods commencing upon Final Acceptance in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule) and any Schedules thereto.

1.3.7 APPLICATION MAINTENANCE AND SUPPORT

The term “Application Maintenance and Support” shall mean System Maintenance Services for Application Software together with Application Modifications and includes Application Management Services and On-Demand Application Support.

1.3.8 APPLICATION MANAGEMENT SERVICES

The term “Application Management Services” shall mean System Maintenance Services for Application Software to be provided by Contractor through the end of year (1) post-Final Acceptance in accordance with Schedule D.1 (Application Management Services), as further specified in Paragraph 5.3.1 (Application Management Services).

1.3.9 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Programming Modifications including Customizations and Interfaces, and related Documentation, that Contractor may provide as part of System Implementation or Optional Work during the term of the Agreement.

1.3.10 APPLICATION SOFTWARE

The term “Application Software” shall mean all Licensed Software, County Software and Applications Modifications, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.11 APPLICATION SUPPORT FEES

The term “Application Support Fees” shall mean the applicable fees to be paid by County to Contractor for Contractor-provided and County-approved actual hours of Application Maintenance and Support.

- 1.3.12 BASE AGREEMENT
The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.
- 1.3.13 BOARD OF SUPERVISORS; BOARD
The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.
- 1.3.14 BUSINESS DAY
The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.
- 1.3.15 BUSINESS HOURS
The term “Business Hours” shall mean the hours from 8:00 a.m. to 5:00 p.m. Pacific Time during Business Days.
- 1.3.16 CHANGE NOTICE
The term “Change Notice” shall have the meaning specified in Paragraph 4 (Change Notices and Amendments).
- 1.3.17 CMS; CCMS
The terms “CMS” and “CCMS” shall mean and refer to the Client Case Management System to be provided by Contractor pursuant to the terms of this Agreement, as further defined in Paragraph 1.3.126 (System) and described in the Recitals to this Base Agreement.
- 1.3.18 CMS SOLUTION
The term “CMS Solution” shall have the same meaning as the term “Solution”.
- 1.3.19 CONFIDENTIAL INFORMATION
The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).
- 1.3.20 CONFIGURATIONS
The term “Configuration(s)” shall mean configurations of Licensed Software, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election as part of System Implementation or Optional Work in order for the Solution to meet existing or future System Requirements specified by County.
- 1.3.21 CONTRACT SUM
The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.
- 1.3.22 CONTRACTOR
The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.

- 1.3.23 CONTRACTOR KEY PERSONNEL
The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).
- 1.3.24 CONTRACTOR’S KEY STAFF
The term “Contractor’s Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).
- 1.3.25 CONTRACTOR’S PROJECT DIRECTOR
The term “Contractor’s Project Director” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).
- 1.3.26 CONTRACTOR’S PROJECT EXECUTIVE
The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement).
- 1.3.27 CONTRACTOR’S PROJECT MANAGER
The term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).
- 1.3.28 CONTRACTOR’S PROPOSAL; PROPOSAL
The terms “Contractor’s Proposal” and “Proposal” shall mean and refer to the proposal submitted by Contractor in response to the RFP, incorporated by reference into this Agreement as Exhibit M (Contractor’s Proposal).
- 1.3.29 CORE SOFTWARE
The term “Core Software” shall mean the software program(s) and tool(s) which are used to develop and comprise the underlying component of the Application Software, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Solution for meeting some or all System Requirements, which is subject to the provisions of Schedule L.1 (Salesforce.com, Inc.).
- 1.3.30 COTS
The term “COTS” shall mean “commercial-off-the-shelf” when used with software.
- 1.3.31 COUNTY
The term “County” shall mean the County of Los Angeles, California.
- 1.3.32 COUNTY KEY PERSONNEL
The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).
- 1.3.33 COUNTY MATERIALS
The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).
- 1.3.34 COUNTY SOFTWARE
The term “County Software” shall mean the County software included in the Solution, that is licensed, hosted and maintained by County.

1.3.35 COUNTY’S PROJECT DIRECTOR

The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).

1.3.36 COUNTY’S PROJECT MANAGER

The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).

1.3.37 CUSTOMIZATIONS

The term “Customization(s)” shall mean the customizations or other modifications to the Application Software, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election as part of System Implementation or Optional Work in order for the Solution to meet existing or future System Requirements specified by County.

1.3.38 DATA CONVERSION

The term “Data Conversion” shall mean and refer to tasks and deliverables associated with the migration and conversion of Existing Data as part of System Implementation Services, as further specified in Exhibit A (Statement of Work).

1.3.39 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.40 DEFICIENCY; DEFICIENCIES; DEFECT(S)

The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship that results in any failure to meet or comply with or deviation from the Specifications.

1.3.41 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including any numbered Deliverables set forth in Exhibit A (Statement of Work).

1.3.42 DELIVERABLE ACCEPTANCE DOCUMENT; DOD

The terms “Deliverable Acceptance Document” and “DOD” shall mean County-executed Attachment A.6 (Deliverable Acceptance Document) signifying County’s Acceptance and approval of a Deliverable or other Work that may be provided by Contractor under the Agreement.

1.3.43 DEPARTMENT

The term “Department” shall mean the Law of Office of the Los Angeles County Public Defender.

1.3.44 DIRECTOR

The term “Director” shall mean the Los Angeles County Public Defender.

- 1.3.45 DISASTER
The term “Disaster” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery.
- 1.3.46 DISABLING DEVICE
The term “Disabling Device” shall have the meaning specified in Paragraph 12.1 (General Warranties).
- 1.3.47 DISASTER RECOVERY
The term “Disaster Recovery” shall mean and refer to the services and other work to be provided by Contractor for recovering the System in the event of a Disaster, as further specified in the Statement of Work and/ the SLA.
- 1.3.48 DISPUTE RESOLUTION PROCEDURE; DRP
The terms “Dispute Resolution Procedure” and “DRP” shall mean and refer to the provisions of Paragraph 50 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.
- 1.3.49 DOCUMENTATION
The term “Documentation” shall mean written and electronic technical and user documentation with respect to the Solution and System provided or made available by Contractor or any Pre-Approved Subcontractors under this Agreement, including documentation relating to software and hardware specifications and functions, training course materials, technical manuals, user manuals, operating manuals, quick reference guides, and FAQs relating to the capabilities, operation, installation and use of the Solution and/or applicable components.
- 1.3.50 DOWNTIME
The term “Downtime” shall mean the period of time when the Solution or any Solution component is unavailable, including Scheduled Downtime and Unscheduled Downtime, as further specified in the Statement of Work and/or the SLA.
- 1.3.51 DUE DATE
The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.
- 1.3.52 EFFECTIVE DATE
The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.
- 1.3.53 EXISTING DATA
The term “Existing Data” shall mean the data of any of County’s Existing Systems to be migrated and converted by Contractor as part of System Implementation Services in accordance with Exhibit A (Statement of Work).
- 1.3.54 EXISTING SYSTEM
The term “Existing System” shall mean any one of the Public Defender’s case management systems utilized by County on the Effective Date, as further described in Exhibit A (Statement of Work).

1.3.55 FINAL ACCEPTANCE; SYSTEM ACCEPTANCE

The terms “Final Acceptance” and “System Acceptance” shall mean County’s Acceptance of the Final Acceptance Test or System Acceptance Test, as applicable, as evidenced by written approval in accordance with the terms of this Agreement of the designated Deliverable for such System Test under the Statement of Work, as further specified in Paragraph 11.3 (Final Acceptance).

1.3.56 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.57 FINAL ACCEPTANCE TEST; SYSTEM ACCEPTANCE TEST

The terms “Final Acceptance Test” and “System Acceptance Test” shall mean and refer to the final System Test to determine whether Contractor has satisfied the terms and conditions of the Statement of Work and whether to Accept the System for Production Use. The determination will be based upon the Deliverables that comply with the requirements of the Agreement, the satisfactory performance of all Statement of Work activities and the successful demonstration through the System Tests that the System and System Data satisfy the System Requirements and Specifications set forth in Exhibit A (Statement of Work), as further specified in Paragraph 11.3 (Final Acceptance).

1.3.58 FIXED HOURLY RATE

The term “Fixed Hourly Rate” shall mean the applicable hourly rate specified in Exhibit B (Pricing Schedule) for Optional Work, including Professional Services and Programming Modifications, Vertiba Managed Services and/or On-Demand Application Support, as applicable, that Contractor may provide upon County’s request therefor during the term of the Agreement.

1.3.59 GO-LIVE

The term “Go-Live” shall mean and refer to the first Production Use of the System, as specified in the Statement of Work.

1.3.60 HARDWARE UPGRADES

The term “Hardware Upgrade(s)” shall mean and include any additions to and/or replacements to the System Hardware, available or made available subsequent to Final Acceptance, in order to comply with the System Performance Requirements and other Specifications set forth in the Statement of Work and elsewhere in the Agreement.

1.3.61 HOLDBACK AMOUNT

The term “Holdback Amount” shall mean the amount County is authorized under Paragraph 9.5 (Holdbacks) herein to withhold from Contractor from any System Implementation Deliverable invoice, exclusive of License Fees, submitted by Contractor under the Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule).

1.3.62 IMPLEMENTATION FEES

The term “Implementation Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Implementation Services in accordance with the terms of this Agreement, including the Statement of Work.

1.3.63 IMPLEMENTATION PERIOD

The term “Implementation Period” shall mean the period from the Effective Date of the Agreement through the Solution’s Final Acceptance by County.

1.3.64 INTERFACED SYSTEM

The term “Interfaced System” shall mean any system interfaced with the Solution as part of the System, including where County Software resides.

1.3.65 INTERFACES

The term “Interface(s)” shall mean the set of software mechanisms, which may be provided by Contractor under this Agreement as part of System Implementation or Optional Work, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.

1.3.66 KEY DELIVERABLE

The term “Key Deliverable” shall mean a Deliverable that is key to the Project or is marked as such on Exhibit C (Project Schedule).

1.3.67 LICENSE

The term “License” shall have the meaning specified in Paragraph 10.2 (License).

1.3.68 LICENSE AND INTEGRATION COST

The term “License and Integration Cost” shall mean the cost of all Licenses and Implementation Services, including System integration, to be provided by Contractor and any Pre-Approved Subcontractors as part of System Implementation, including License Fees and Implementation Fees.

1.3.69 LICENSE FEES

The term “License Fee(s)” shall mean any fees for Licenses for the Software to be provided, developed or made available to County under this Agreement.

1.3.70 LICENSE START DATE

The term “License Start Date” shall have the meaning specified in Paragraph 10.2.2 (License Term).

1.3.71 LICENSE YEAR

The term “License Year” shall mean and refer to each calendar year during the term of the Agreement commencing upon the License Start Date.

1.3.72 LICENSED SOFTWARE

The term “Licensed Software” shall mean Core Software, Partner Software and Additional Software, and related Documentation, provided, implemented, hosted and maintained by Contractor pursuant to this Agreement.

1.3.73 MAINTENANCE AND SUPPORT; M&S

The terms “Maintenance and Support” and “M&S” shall have the same meaning as “System Maintenance”.

1.3.74 MAINTENANCE FEES

The term “Maintenance Fee(s)” shall mean and include the applicable fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and Support Services, in accordance with the terms of this Agreement, including the Statement of Work and/or the SLA, including Subscription Fees and Application Support Fees.

1.3.75 MAINTENANCE PERIOD

The term “Maintenance Period” shall mean the period during which Contractor shall provide System Maintenance, commencing upon Go-Live through the end of the term of the Agreement.

1.3.76 MAINTENANCE SERVICES

The term “Maintenance Services” shall mean any goods and/or services provided by Contractor under the Agreement for maintaining the Solution, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, interfaces, performance, data security, reports and regulatory compliance, as further specified in the Statement of Work and/or the SLA.

1.3.77 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.4 (Optional Work).

1.3.78 MILESTONE

The term “Milestone” shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.79 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12th of the Annual Fee.

1.3.80 ON-DEMAND APPLICATION SUPPORT

The term “On-Demand Application Support” shall mean System Maintenance Services for Application Software, which may be provided by Contractor in years two (2) and three (3) post-Final Acceptance in accordance with Schedule D.2 (On-Demand Application Support), as further specified in Paragraph 5.3.3 (On-Demand Application Support).

1.3.81 OPERATING SOFTWARE

The term “Operating Software” shall mean the software and other products which may be provided by Contractor or County as part of the System Environment, including operating and database software.

1.3.82 OPTIONAL WORK

The term “Optional Work” shall mean Programming Modifications, Professional Services and/or Additional Software that may be provided by Contractor to County upon County’s request and approval in accordance with 5.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule).

1.3.83 PARTICIPATING AGENCY

The term “Participating Agency” shall mean any agency authorized by County to use this Agreement and identified in Attachment A.8 (Participating Agencies).

1.3.84 PARTNER SOFTWARE

The term “Partner Software” shall mean the portion of the Application Software provided by Contractor to County under this Agreement to supplement the Core Software that is not proprietary to the owner of the Core Software, which shall be subject to the applicable terms of the Schedules to Exhibit L (Subscription License, Service Levels and Support Terms) other than Schedule L.1 (Salesforce.com, Inc.).

1.3.85 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work, including Programming Modifications, Professional Services and Additional Software, approved by County in accordance with the terms of this Agreement.

1.3.86 PRE-APPROVED SUBCONTRACTOR(S)

The term “Pre-Approved Subcontractors” shall mean and refer to the subcontractors directly or indirectly engaged by Contractor for provision of Work under the Agreement including Software Vendors, as identified in Exhibit K (Pre-Approved Subcontractors).

1.3.87 PRICING SCHEDULE

The term “Pricing Schedule” shall mean the schedule of prices for Deliverables, rates and other fees identified as Exhibit B (Pricing Schedule) with all Schedules thereto.

1.3.88 PRODUCTION ENVIRONMENT

The term “Production Environment” shall mean the System Environment set up by Contractor as part of System Implementation Services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

1.3.89 PRODUCTION USE

The term “Production Use” shall mean the actual use of the Solution in the Production Environment for the performance of County’s operations commencing upon Go-Live.

1.3.90 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean consulting services and/or training that Contractor may provide upon County’s request therefor in the form of Optional Work in accordance with Paragraph 5.4 (Optional Work).

1.3.91 PROGRAMMING MODIFICATIONS

The term “Programming Modification(s)” shall mean the customizations and/or other programming modifications to the Application Software, including Configurations, Customizations and Interfaces, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election in order for the Solution to meet existing or future System Requirements selected by County.

1.3.92 PROJECT

The term “Project” shall mean County’s project for the development, implementation, hosting, maintenance and support of the CMS to be provided by Contractor as Work under the Agreement, as further defined in Exhibit A (Statement of Work).

1.3.93 PROJECT MANAGEMENT TOOL

The term “Project Management Tool” shall mean the tool, also known as “Vertigo” or “Project Force”, used by Contractor to develop in collaboration with County the detailed statement of work for System Implementation.

1.3.94 PROJECT PLAN

The term “Project Plan” shall mean the detailed plan for System Implementation Services to be provided by Contractor to County in response to the RFP and/or as specified in Exhibit A (Statement of Work) and/or Exhibit C (Project Schedule).

1.3.95 PROJECT SCHEDULE

The term “Project Schedule” shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), including the schedule identified in Exhibit C (Project Schedule).

1.3.96 RELEASE CONDITIONS

The term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) and Paragraph 10.4.3 (Source Code Release Conditions – Application Modifications), as applicable.

1.3.97 REPLACEMENT PRODUCT

The term “Replacement Product” shall have the meaning set forth in Paragraph 12.3 (Continuous Product Support).

1.3.98 REQUEST FOR PROPOSALS; RFP

The terms “Request for Proposals” and “RFP” shall mean County issued Request for Proposals resulting in this Agreement, incorporated by reference into this Agreement as Exhibit N (Request for Proposals).

1.3.99 RESOLUTION TIME

The term “Resolution Time” shall mean and refer to the period of time within which Contractor may be required under the applicable SLA provisions to correct a reported Deficiency based on the Severity Level of such Deficiency.

1.3.100 RESPONSE TIME

The term “Response Time” shall mean the total amount of time for the System to respond to an input or request for service, as further specified in the Statement of Work and/or the SLA.

1.3.101 SCHEDULED DOWNTIME

The term “Schedule Downtime” shall mean the period during which Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further specified in the Statement of Work.

1.3.102 SECURITY REQUIREMENTS

The term “Security Requirements” shall mean and refer to the System security requirements specified in the RFP and the Statement of Work, including those set forth in Attachment A.4 (Information Security Requirements).

1.3.103 SERVICE AVAILABILITY

The term “Service Availability” shall mean the minimum availability of Services provided by Contractor under the Agreement, as further specified in the Statement of Work and/or the SLA.

1.3.104 SERVICE CREDITS

The term “Service Credits” shall mean and refer to any credits that may be assessed by County against fees payable to Contractor for Contractor’s failure to correct a Service Level Deficiency, including but not limited to Unscheduled Downtime or System Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in the Statement of Work and/or the SLA.

1.3.105 SERVICE LEVEL AGREEMENT; SLA

The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit D (Service Level Agreement), including all Schedules thereto, and the applicable provisions of Exhibit L (Subscription License, Service Levels and Support Terms), including all Schedules thereto.

1.3.106 SERVICE LEVEL DEFICIENCY; SLA DEFICIENCIES; SLA DEFECT(S)

The terms “Service Level Deficiency(ies)”, “SLA Deficiency(ies) and “Service Level Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials and/or workmanship that results in any failure to meet or comply with, or deviation from, the Service Level Agreement.

1.3.107 SERVICE LEVELS; SERVICE LEVEL REQUIREMENTS

The terms “Service Level(s)” and “Service Level Requirements” shall mean the requirements of Contractor’s service levels during Production Use of the System specified in the Agreement, including those set forth in the SLA and/or the Statement of Work.

1.3.108 SERVICES

The term “Services” shall mean System Implementation Services, System Maintenance Services including Maintenance and Support Services, any services that are part of Optional Work and any other services provided by Contractor under this Agreement.

1.3.109 SEVERITY LEVEL

The term “Severity Level” shall mean any one of four (4) levels of a Deficiency severity, used among other for purposes of determining the maximum time allowable under the Agreement for Contractor to correct such Deficiency, as further specified in the Statement of Work and/or the Service Level Agreement.

1.3.110 SOFTWARE

The term “Software” shall have the same meaning as “Licensed Software”.

1.3.111 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Application Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and approved by County, Software Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.112 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the System Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Licensed Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with the Statement of Work and/or the SLA.

1.3.113 SOFTWARE VENDOR

The term “Software Vendor” shall mean any one of the vendors sublicensing the Licensed Software comprising the Solution under the Agreement, including the Core Software vendor and Partner Software vendors.

1.3.114 SOLUTION

The term “Solution” shall mean the combination of the software, any hardware, any hosting services, maintenance, technical support and other Work, including all System Software, System Data, System Environment, System Hosting, Subscription Services, Interfaced Systems, Third Party Software, System Implementation Services, System Maintenance Services and other related Services, provided by Contractor to County in accordance with the terms of this Agreement.

1.3.115 SOLUTION REQUIREMENTS

The term “Solution Requirements” shall mean requirements relating to the System and Services provided by Contractor hereunder, including those specified in Attachment A.1 (System Requirements).

1.3.116 SOURCE CODE

The term “Source Code” shall mean the fundamental component of Application Software that is created by a programmer and can be read and easily understood by a human being, to the extent available, developed for or licensed by Contractor to County under this Agreement, including Core Software, Application Modifications and Partner Software, together with all Documentation and other proprietary information related to such source code.

1.3.117 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.118 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement with a third party Source Code Escrow provider, including all addenda, amendments and

modifications thereto, for depositing into escrow the Source Code for Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow), attached to this Agreement under Exhibit J (Source Code Escrow Agreements).

1.3.119 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards specified in Attachment A.1 (System Requirements).
- (2) All System Response Time requirements set forth in the Statement of Work and Attachment A.1 (System Requirements).
- (3) All agreed upon specifications identified in the Project Schedule, Project Management Plan, Project Plan, Requirements Traceability Matrix (RTM) and/or any other document memorializing in detail the tasks and deliverables to be provided by Contractor to County as part of System Implementation, including the detailed statement of work developed by Contractor’s Project Management Tool (hereinafter “Project Document(s)”).
- (4) All Acceptance Criteria and other requirements identified in the Statement of Work, any Work Order and/or any of the Project Documents.
- (5) All Design Document(s) agreed to by the parties for provision of System Implementation or Optional Work hereunder.
- (6) The Solution methodology utilized by Contractor for provision of System Implementation hereunder, as further described in Attachment A.7 (Solution Methodology).
- (7) All requirements and/or specifications modifying then existing Specifications.
- (8) All Information Security Requirements specified in the Agreement.
- (9) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.
- (10) All written and/or electronic Documentation provided or made available by Contractor or any Pre-Approved Subcontractor to County under the Agreement.

Notwithstanding the hierarchy of the identified components comprising Specifications under the Agreement, to the extent a Project Document, Design Document, Statement of Work Deliverable or other document developed and agreed to by the parties during System Implementation modifies System Requirements or other then existing Specifications, such document shall be deemed a modification to, and shall modify, the System Requirements or other applicable Specifications. For avoidance of doubt, such Project Document, Design Document, Statement of Work, Deliverable or other documents may only modify the technical and functional requirements of the Specifications and shall not otherwise vary, alter or amend the terms of this Agreement, including but not limited to the terms of this Agreement related to warranties, disclaimers, indemnities and limitations of liability, and all terms of such Project Document, Design Document, Statement of Work, Deliverable or other documents that purport to vary, alter or amend the terms of this Agreement are rejected by County in their entirety and shall be void and of no effect.

Furthermore, to the extent Optional Work, or Work Order for such Optional Work, modifies System Requirements or other then existing Specifications, such Optional Work, or Work

Order for such Optional Work, shall be deemed a modification to and shall modify the System Requirements or other applicable Specifications.

1.3.120 STATE

The term “State” means the State of California.

1.3.121 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work), which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.122 SUBSCRIPTION FEES

The term “Subscription Fee(s)” shall have the same meaning as “License Fee(s)”.

1.3.123 SUBSCRIPTION SERVICES

The term “Subscription Services” shall mean and include System Hosting, Software License, System Maintenance for Licensed Software and the System Environment, and other goods and services provided by Contractor under the Agreement pursuant to Exhibit L (Subscription License, Service Levels and Support Terms).

1.3.124 SUPPORT HOURS

The term “Support Hours” shall mean the hours during which Contractor shall provide the applicable Support Services under the Agreement.

1.3.125 SUPPORT SERVICES

The term “Support Services” shall mean any goods and/or services provided by Contractor under the Agreement in support of the Solution, including but not limited to, updates, corrections, enhancements, customer support, interfaces, performance, data security, reports and applicable regulatory compliance, as further specified in the Statement of Work and/or the SLA.

1.3.126 SYSTEM

The term “System” shall mean the hardware and software comprising the Solution meeting the requirements of this Agreement and the Statement of Work with all Attachments thereto, including but not limited to the System Software, System Environment and System Data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.127 SYSTEM DATA

The term “System Data” shall mean the data utilized by the Solution.

1.3.128 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment for the Solution provided by Contractor or County, as applicable, as part of the System, and related Documentation, including Operating Software and System Hardware.

1.3.129 SYSTEM HARDWARE

The term “System Hardware” shall mean the hardware and networking equipment, and related Documentation, that may be provided by Contractor or County for the Solution.

1.3.130 SYSTEM HOSTING

The term “System Hosting” shall mean and include any and all hardware, software and services that may be provided by Contractor under the Agreement for hosting the Solution. System Hosting may include components of System Software, System Hardware and System Maintenance.

1.3.131 SYSTEM IMPLEMENTATION

The term “System Implementation” shall mean and refer to all goods and services for implementing the System, including but not limited to System Software, System Hardware, if any, System Environment setup, System and System Software installation, Data Conversion, Licensed Software, Application Modifications, System integration, System Tests, Training and any other Work to be provided by Contractor as part of the Solution implementation pursuant to Exhibit A (Statement of Work) for meeting the requirements of this Agreement, up to and including Final Acceptance.

1.3.132 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with this Agreement, as further specified in the Statement of Work and/or the SLA.

1.3.133 SYSTEM PERFORMANCE

The term “System Performance” shall mean and refer to the performance of the System as it relates to System Availability or Response Time, as further described in the Statement of Work and/or the SLA.

1.3.134 SYSTEM PERFORMANCE DEFICIENCY

The term “System Performance Deficiency” shall mean the System not meeting any one of the System Performance Requirements set forth in the Statement of Work and/or the SLA.

1.3.135 SYSTEM PERFORMANCE REQUIREMENTS

The term “System Performance Requirements” shall mean and refer to the requirements relating to System Performance set forth in the Agreement, including Attachment A.1 (System Requirements).

1.3.136 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical, security and/or functional requirements relating to the operation or utilization of the System provided by Contractor hereunder, including those specified in Attachment A.1 (System Requirements).

1.3.137 SYSTEM SOFTWARE

The term “System Software” shall mean all Application Software, Third Party Software, Additional Software and any Software Modifications, and related Documentation, provided by Contractor to County as part of the System in accordance with the terms of this Agreement.

1.3.138 SYSTEM TEST

The term “System Test” shall mean any of the tests of the System conducted by Contractor or County, as applicable, pursuant to the Statement of Work, including, but not limited to, those specified in Exhibit A (Statement of Work).

1.3.139 SYSTEM UPDATE(S)

The term “System Update(s)” shall mean and include any additions, replacements or other modifications to the System, including Software Updates and Hardware Upgrades, that may be provided by Contractor in order to meet the requirements of this Agreement, including the Statement of Work with all Attachments thereto and the Specifications.

1.3.140 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.141 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor to County under this Agreement as part of the Solution, including Partner Software and Operating Software.

1.3.142 TRAINING

The term “Training” shall mean training relating to the Solution to be provided by Contractor pursuant to this Agreement as part of System Implementation Services or Professional Services.

1.3.143 UNACCEPTABLE DEFICIENCY

The term “Unacceptable Deficiency” shall mean a Deficiency of Severity Level 1, 2 or 3.

1.3.144 UNSCHEDULED DOWNTIME

The term “Unscheduled Downtime” shall have the meaning specified in the Statement of Work and/or the SLA.

1.3.145 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.146 VERSION RELEASE

The term “Versions Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.147 VERTIBA

The term “Vertiba” shall have the same meaning as “Contractor”.

1.3.148 VERTIBA MANAGED SERVICES

The term “Vertiba Managed Services” shall have the same meaning as “Application Management Services”.

1.3.149 VERTIBA ONDEMAND; VOD

The terms “Vertiba onDemand” and “VoD” shall have the same meaning as “On-Demand Application Support”.

1.3.150 WARRANTY PERIOD

The term “Warranty Period” shall mean the period between Go-Live and Final Acceptance, as further defined in Paragraph 12.2 (System Warranties and Problem Resolution).

1.3.151 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, System Implementation Services, System Maintenance Services and Optional Work.

1.3.152 WORK ORDER

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under the Agreement.

1.3.153 WORK PRODUCT

The term “Work Product” shall have the meaning specified in Paragraph 16.3 (Work Product).

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Change Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director shall also include a designee.

2.2.2 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County’s Project Manager will interface with Contractor’s Project Manager on a regular basis. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to business and operational standards and requirements of the Agreement. Unless specified otherwise, County’s Project Manager shall be the designee of County’s Project Director.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have County's written approval (which includes electronic confirmation) at a level no lower than County's Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

2.5 COUNTY OBLIGATIONS

County shall cooperate with Contractor in connection with Contractor's performance of the Services hereunder, including by making timely decisions, approvals and acceptances and making available qualified personnel and information during System Implementation, to the extent Contractor's performance of such Services requires and is dependent on such County cooperation. County acknowledges that Contractor's ability to perform the System Implementation Services and to fulfill its obligations hereunder may be dependent upon County's timely performance of certain obligations set forth in the Agreement including the Statement of Work and the performance of such County obligations is material to Contractor's ability to successfully perform such Services. If County fails to fulfill its obligations set forth in the Agreement including the Statement of Work, Contractor shall not be penalized for non-performance of System Implementation Services dependent upon such County obligations. Without limiting the generality of the foregoing, all approvals and acceptances County is required to provide under the Agreement shall not be unreasonably withheld or delayed.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in Paragraph 3.2 (Contractor Key Personnel) below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). All staff employed by and/or on behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis as required by County and specified in the Statement of Work regarding the overall scope of the project. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Hours or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

- 3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of the following Contractor's staff: Contractor's Project Director, Contractor's Project Manager, Senior Architect (hereinafter "Technical Lead"), Software Development Manager, Legal Case Management Subject Matter Expert (hereinafter "SME") and any staff with access to any System Data or County's Confidential Information that is the subject of background and security investigations under Paragraph 3.4 (Background and Security Investigations) (hereinafter "Contractor's Key Staff"), prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor's Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor's Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor's Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit F) for each member of the Contractor's Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor's Key Staff first performs Work under this Agreement.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is

not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor's Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.

3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

3.4.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Summary of project status as of reporting date;
- (3) Overview of the Work provided during the reporting period;
- (4) Progress status of each Work component scheduled for the reporting period;
- (5) Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- (6) Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
- (7) Action items and decisions from the previous meeting;
- (8) Planned activities for the next two reporting periods; and
- (9) Any other information which County may from time-to-time require.

3.6 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

4. CHANGE NOTICES AND AMENDMENTS

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. Any changes to this Agreement, including any portion of the Work provided under the Agreement, shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

Notwithstanding the provisions of Paragraph 4.3 (Amendments), County's Project Director is specifically authorized to prepare and execute written notices for the following changes relating to the Agreement (hereinafter "Change Notice(s)"): (i) any change requested by County which does not affect the scope of Work, term, payments or any term or condition of this Agreement; (ii) acquisition of Optional Work using Pool Dollars including additional hours of On-Demand Application Support and Vertiba Managed Services beyond those

approved for the applicable post-Final Acceptance year; and (iii) re-allocating the cost of unused hours of Vertiba Managed Services earmarked for year one (1) post-Final Acceptance (calculated based on the applicable Fixed Hourly Rate) to the available Pool Dollars for the term of the Agreement. Change Notices for acquisition of Optional Work using Pool Dollars other than as specified in (iii) above or re-allocation of Pool Dollars shall require mutual approval.

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Director or designee is specifically authorized to execute Amendments on behalf of County for the following: (i) addition and/or change of certain County standard terms or conditions as required by County's Board of Supervisors or Chief Executive Officer; (ii) effecting of assignment of rights and/or delegation of duties pursuant to Paragraph 19 (Assignment and Delegation); and (iii) amendment, replacement and/or addition of Source Code Escrow Agreements.

4.4 PROJECT SCHEDULE

Following Contractor's provision of a Project Plan under the Statement of Work, a Project Schedule will be derived for the Work relating to System Implementation Services and, to the extent necessary, for System Maintenance, as described in the Statement Work, which shall update Exhibit C (Project Schedule). Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit C (Project Schedule), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for Convenience), Director shall take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, Director is authorized: to (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on other Agreement related documents, including Change Notices prepared pursuant to this Paragraph 4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of the documents.

5. **SCOPE OF WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to components of the Solution, System Implementation, System Maintenance, System Hosting, Subscription Services, and any Optional Work agreed to by the parties; and (b) grant to County the License to the all System Software, including any Third Party Software, provided by Contractor under the Agreement, as specified in Paragraph 10.2 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work), with all Attachments thereto, and Exhibit D (Service Level Agreement), with all Schedules thereto, at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

5.1 SYSTEM COMPONENTS

Contractor shall provide the License to all System Software, including but not limited to Application Software, Third Party Software and Software Modifications, and all System Environment components, including Operating Software, System Hardware and Hardware Upgrades, in order to meet the System Requirements as such may be revised during the term

of the Agreement, all in accordance with the provisions of Paragraph 10 (Ownership and License) and the Agreement.

5.2 SYSTEM IMPLEMENTATION

Contractor shall provide System Implementation Services, including but not limited to System setup, installation, System integration, testing, training, Application Modifications including Customizations, Configurations and/or Interfaces, implementation of System Hosting, if any, and other Services through Final Acceptance of the System, as required for the successful implementation of the Solution, as specified in the Statement of Work and elsewhere in the Agreement.

5.3 SYSTEM MAINTENANCE

Contractor shall provide to County System Maintenance Services relating to the hosting, maintenance and support of the Solution, including but not limited to Maintenance Services, Support Services, System Hosting and Disaster Recovery, to the extent applicable, as provided in, and in accordance with, this Agreement, including the Statement of Work and the Service Level Agreement. System Maintenance obligations shall commence upon Go-Live of the System and shall continue during the Production Use of the System through Final Acceptance for the term of this Agreement.

5.3.1 APPLICATION MANAGEMENT SERVICES

Contractor shall provide System Maintenance Services consisting of Maintenance Services and Support Services for the entire Application Software, including all Licensed Software and Application Modifications (hereinafter also “Vertiba Managed Services”), as provided in Schedule D.1 (Application Management Services) commencing upon Go-Live of the System, through Final Acceptance and for one (1) year following Final Acceptance. Vertiba Managed Services shall be provided at no cost to County during the Warranty Period from Go-Live to Final Acceptance, without reducing the maximum number of hours of Vertiba Managed Services earmarked for year one (1) post-Final Acceptance.

5.3.2 SUBSCRIPTION SERVICES

Contractor shall provide Subscription Services, including System Maintenance for the Licensed Software residing in the System Environment, System Hosting and the License for the Licensed Software, as provided in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto, commencing upon the License Start Date and through the term of the Agreement.

5.3.3 ON-DEMAND APPLICATION SUPPORT

Upon the written request of County’s Project Director or designee following one (1) year after Final Acceptance, County may request that Contractor provide System Maintenance (either Maintenance Services or Support Services) for Application Software including Application Modifications (hereinafter “On-Demand Application Support”). If agreed to by the parties, any such System Maintenance Services shall be provided by Contractor in the form of Optional Work using Pool Dollars at the applicable Fixed Hourly Rate in accordance with the provisions of Schedule D.2 (On-Demand Application Support) and an agreed upon Work Order, if any.

5.4 OPTIONAL WORK

Upon the written request of County’s Project Director or designee following Final Acceptance and mutual agreement, Contractor shall provide to County Optional Work using

Pool Dollars, including Software Modifications, Professional Services and/or Additional Software. Software Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the System Requirements or other Solution Specifications, as determined by County's Project Director or designee.

Upon County's request and Contactor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order and a quote for a Maximum Fixed Price calculated in accordance with the terms set forth in Exhibit B (Pricing Schedule), including the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to such Work Order and the Maximum Fixed Price, as evidenced by a Change Notice or an Amendment executed in accordance with Paragraph 4 (Change Notices and Amendments), as applicable. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Schedule B.1 (Optional Work Schedule) shall be updated accordingly to add the items of such completed and approved Optional Work.

5.5 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall, during the term of the Agreement, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including the Statement of Work and the Service Level Agreement. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

5.6 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

5.7 REQUIRED CONSENTS

Notwithstanding anything else in the Agreement, Contractor will be administratively and financially responsible for obtaining any consents required for County to access and use any Contractor resources, to the extent, if any, such access and use is necessary for County's receipt of the Services hereunder or required under the Agreement. County will be administratively and financially responsible for obtaining any consents required for Contractor to access and use any County resources (including any County data, County Materials or software and equipment owned by, leased or licensed to County from third party providers), to the extent such access and use is necessary for Contractor's performance under the Agreement.

6. PROJECT SCHEDULE

6.1 PROJECT PLAN

Contractor shall implement the Solution in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), as such may be updated based upon the Project Plan developed and delivered pursuant to the Statement of Work. The Project Schedule shall, at a minimum, include the following items:

- (1) Deliverable Number;
- (2) Description;
- (3) Due Date;
- (4) Milestone/Key Deliverables Number;
- (5) Associated or Dependent Deliverable; and
- (6) Any other items reasonably required by County under this Agreement.

6.2 KEY DELIVERABLES AND MILESTONES

Exhibit C (Project Schedule) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County and in agreement with Contractor. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. Approval of Key Deliverables and/or Milestones shall not be unreasonably withheld or delayed by County.

As provided in Paragraph 2.5 (County Obligations), County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall expire five (5) years from the License Start Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise Agreement term extension options, if any.

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

8. CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve any Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Seventeen Million Four Hundred Thirty Four Thousand Seven Hundred Twenty Seven Dollars (\$17,904,727), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under the Agreement, including all Solution components, System Implementation, System Maintenance, System Hosting, if any, and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

8.2 SYSTEM IMPLEMENTATION

8.2.1 IMPLEMENTATION SERVICES

County will reimburse Contractor for Implementation Services by payment of the applicable Implementation Fees for Deliverables completed by Contractor and approved by County, less the applicable Holdback Amounts, as set forth in the Pricing Schedule.

8.2.2 TERMINATION

In addition to any other remedies available to County under the Agreement, if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date and thereafter is not approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

8.3 SYSTEM MAINTENANCE

8.3.1 SUBSCRIPTION SERVICES

County will reimburse Contractor for Subscription Services by payment of the applicable Subscription Fees annually in advance commencing upon the License Start Date through the term of the Agreement.

8.3.2 APPLICATION MAINTENANCE AND SUPPORT

Commencing upon Final Acceptance, County will pay Contractor Application Support Fees for the actual number of hours of Application Maintenance and Support Services provided by Contractor and approved by County in accordance with Exhibit B (Pricing Schedule) and Exhibit D (Service Level Agreement) with all Schedules thereto.

8.4 OPTIONAL WORK

Upon County's request for Optional Work and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.4 (Optional Work). Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Agreement. Absent an Amendment in accordance with Paragraph 4 (Change Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work requested and provided following Final Acceptance; except that the amount of available Pool Dollars may be increased as provided in Exhibit D (Service Level Agreement) including all Schedules thereto.

8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly upon mutual agreement. County's notice to Contractor regarding such reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

9. INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) for:

- (i) System Implementation, the Implementation Fees broken down payment Deliverables following completion by Contractor and approval by County of each such Deliverable;
- (ii) Subscription Services, the License Fees annually in advance commencing upon the License Start Date;
- (iii) Application Maintenance and Support, the applicable Application Support Fees monthly in arrears for Maintenance Periods commencing upon Final Acceptance; and
- (iv) Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which shall not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and County's written approval of the Optional Work by a Change Notice or an Amendment, as applicable.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager at the address specified in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including System Implementation Deliverables, System Maintenance Services and Optional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable.
- (4) If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
- (5) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (7) If applicable, a copy of any applicable Acceptance certificates signed by County's Project Director and/or County's Project Manager; and
- (8) Any other information required by County's Project Director or designee.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director or designee does not receive a written explanation for the charges within such thirty (30) day period or if, in County's determination, Contractor's written explanation is still inconsistent with County's assessment of the amounts due, the disputed invoice shall be escalated to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.2 ELECTRONIC DISTRIBUTION

All products purchased under this Agreement are available via electronic distribution only. No tangible media or documentation will be available or shipped under this Agreement. Access to the products purchased under this Agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this Agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), Contractor's invoices for all purchases made under this Agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by County.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of System Implementation, System Maintenance Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for any and all such California and other state and local sales/use taxes, including any and all penalties that may result from Contractor's failure to pay any such taxes as required. Further, Contractor shall be solely liable and responsible for all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement, including any and all penalties that may result from Contractor's failure to pay any such taxes as required, and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice

Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 **HOLDBACKS**

County shall withhold the Holdback Amount equal to ten percent (10%) of the amount of Deliverable invoices for Implementation Fees submitted by Contractor under the Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule). The cumulative Holdback Amount shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

10. OWNERSHIP AND LICENSE

10.1 **OWNERSHIP**

The parties acknowledge that all Solution components provided by Contractor to County pursuant to this Agreement, including System Software, System Hardware and System Environment products, and related Documentation, are and shall remain the property of Contractor, applicable Pre-Approved Subcontractor or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

Notwithstanding the foregoing, System Data that is provided or made accessible by County to Contractor, is generated by the System or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

10.2 **LICENSE**

10.2.1 **LICENSE GRANT**

Subject to the provisions of Paragraph 10.1 (Ownership), Contractor hereby grants to County a non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term), as further specified in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto. Notwithstanding anything to the contrary set forth in this Agreement, in the event of any conflict or inconsistency between the provisions of this Paragraph 10.2 (License) and Exhibit L (Subscription License, Service Levels and Support Terms), including any of the Schedules attached thereto, the provisions of this Paragraph 10.2 (License) shall prevail.

Notwithstanding the foregoing, upon mutual agreement of the parties, County may acquire its own license for any Partner Software that may be provided by Contractor to County under the Agreement, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Partner Software, following which acquisition such Partner Software shall be deemed County Software for purposes of this Agreement.

10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon County's approval of Contractor's set up of the System Environment and installation of the Licensed Software in such System Environment in accordance with the Statement of Work (hereinafter "License Start Date") and shall continue through the term of this Agreement for as long as County pays the applicable annual License Fees, unless otherwise specified herein.

Notwithstanding the foregoing, Contractor shall provide County with a tool or otherwise ability to extract and download System Data at any time during the term of the Agreement in a standard data format for County's access and management of such data.

10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides each licensed User with the following rights:

- (1) To use, access and operate the System Software in the System Environment from an unlimited number of computers, mobile devices, servers, work stations, local area networks and wide area networks, including web connections, in the conduct of the business of County as provided in the Agreement up to the number of Users set forth in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto;
- (2) To use, access, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) has occurred which would permit County to use the Source Code as provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;
- (3) To use, modify, copy and display the Documentation, including but not limited to the System and User manuals and any other specifications or documentation provided or made accessible by Contractor to County, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;
- (4) To permit third party access to any Solution component and Documentation, including Application Software and the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance Services including Software Updates, Application Modifications and other business use or support of the System Software as contemplated by this Agreement; provided, however, without limiting County's rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (5) Pursuant to Paragraph 51 (Assignment by County), to use, access and operate the Application Software by permitted assignees pursuant to the License terms set forth herein, so long as all copies of the Application Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the System Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and

copyrighted property of Contractor, Pre-Approved Subcontractor(s) or its licensor(s), and all rights therein not expressly granted to County are reserved to Contractor, Pre-Approved Subcontractor(s) or its licensor(s), as applicable; and (ii) that Contractor, Pre-Approved Subcontractor(s) or its licensor(s), retain all proprietary rights in and to the foregoing. Subsequently, County's License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 51 (Assignment by County) the System Software provided by Contractor;
- (3) Except as expressly permitted under this Agreement, copy or reproduce the System Software provided by Contractor in any way, unless a Release Condition has occurred;
- (4) Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

10.3 SOURCE CODE FOR LICENSED SOFTWARE

10.3.1 SOURCE CODE ESCROW

Upon the Effective Date of the Agreement, but no later than Contractor commences any Work hereunder, Contractor shall, unless agreed to otherwise by County, at no cost to County, have deposited in Source Code Escrow the Source Code for all Licensed Software that is part of the Solution, including the Core Software and all Partner Software, with a nationally recognized source code escrow company. Contractor shall fulfill its obligations under this Paragraph 10.3 subject to, and in accordance with, the Source Code Escrow provisions of the applicable Schedule attached to Exhibit L (Subscription License, Service Levels and Support Terms) and any applicable escrow agreements, beneficiary enrollment forms and/or other documents attached to and/or incorporated into Exhibit J (Source Code Escrow Agreements).

Contractor shall ensure that County has access to the Source Code for all Licensed Software pursuant to the Source Code Escrow Agreement(s) with one or more third parties by including County as a beneficiary to such Source Code Escrow Agreement(s) (hereinafter "Source Code Escrow"). A copy of each fully executed or signed, as applicable, Source Code Escrow Agreement shall be included in the Agreement under Exhibit J (Source Code Escrow Agreements) to this Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement(s) under this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.3. Contractor may change any Source Code Escrow Agreement for Source Code Escrow in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by an Amendment in accordance with Paragraph 4 (Change Notices and Amendments) above and shall not modify: (i) any Agreement terms, including those relating to the Source Code Release Conditions; (ii) any of Contractor's obligations

under the Agreement with respect to maintaining the Source Code in escrow; or
(iii) County's rights hereunder with respect to the Source Code.

10.3.2 SOURCE CODE UPDATE – LICENSED SOFTWARE

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereinafter "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than each time the Software Vendor for the Core Software releases a Software Update, at least twice a year. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow.

Contractor shall update the Source Code for Licensed Software by depositing in Source Code Escrow the Source Code for all Software Updates, Additional Software and Replacements Products applicable to Licensed Software, Subscription Services for which are acquired by County during the term of the Agreement immediately following acquisition. Contractor's duty to update the Source Code in Source Code Escrow shall continue through the term of the Agreement.

10.3.3 SOURCE CODE RELEASE CONDITIONS – LICENSED SOFTWARE

In addition to any conditions for release of Source Code that may be identified in any Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, for the applicable Licensed Software as provided in Paragraph 10.6 (Possession and Use of Source Code), at no charge to County, upon the occurrence of any one of the following events relating to such Licensed Software or the Software Vendor of such Licensed Software (hereinafter, collectively with any release conditions identified in any Source Code Escrow Agreement, "Release Condition(s)"):

- (1) The insolvency of the Software Vendor; or
- (2) The Software Vendor is unwilling or unable or ceases to provide in accordance with the terms of this Agreement, including Schedule L.1 (Salesforce.com), the applicable System Maintenance Services for the Licensed Software then operational in the System Environment.

Upon occurrence of any of the Release Conditions, Contractor shall verify the applicable Source Code, update the Source Code if necessary and ensure the release of the Source Code for such Licensed Software to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of any Source Code Escrow Agreement, if applicable, and this Paragraph 10.3.3.

10.3.4 SOURCE CODE ESCROW AGREEMENT AMENDMENT

As between County and Contractor, this Paragraph 10.3 constitutes an amendment to any Source Code Escrow Agreement and incorporates all of the Release Conditions identified in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) above.

10.4 SOURCE CODE FOR APPLICATION MODIFICATIONS

10.4.1 AVAILABILITY OF SOURCE CODE

Contractor shall also maintain and make available to County, at no cost, the Source Code for all Application Modifications that are part of the Solution, including but not limited to Interfaces, Customizations, Configurations and any other Programming Modifications provided by Contractor to County as part of System Implementation, System Maintenance or Optional Work, as soon as they are developed or otherwise provided by Contractor to County under the Agreement. There shall be no charge to County for maintenance by Contractor of the Source Code for Application Modifications.

10.4.2 SOURCE CODE UPDATE – APPLICATION MODIFICATIONS

Contractor shall update the Source Code for Application Modifications by adding the Source Code for all Software Updates to the Application Modifications immediately following their availability. Contractor's duty to make available to County and maintain the Source Code shall continue throughout the term of this Agreement. The parties acknowledge that as a result of the passage of time alone, the maintained Source Code for Application Modifications may be susceptible to loss of quality (hereinafter, collectively with the definition in Paragraph 10.3.2 (Source Code Update – Licensed Software), "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall update the Source Code for Application Modifications no less frequently than every six (6) months. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor update such Source Code with proper code.

10.4.3 SOURCE CODE RELEASE CONDITIONS – APPLICATION MODIFICATIONS

Contractor shall release the Source Code for Application Modifications to County, and County shall have the right to immediately begin using such Source Code as provided in Paragraph 10.6 (Possession and Use of Source Code), at no charge to County, upon the occurrence of any one of the events (hereinafter, collectively or alternatively with the definition in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software), "Release Condition(s)"), including but not limited to the following:

- (1) Completion of any System Implementation deliverable; or
- (2) Provision of a Software Update; or
- (3) Development of Application Modifications as part of Optional Work; or
- (4) Contractor is unwilling or unable to provide System Maintenance for Application Modifications; or
- (5) This Agreement expires or is terminated.

Upon occurrence of any of the Release Conditions specified above, Contractor shall verify the applicable Source Code, update the Source Code if necessary and ensure the release of the Source Code for Application Modifications to County. Notwithstanding the foregoing, Contractor shall provide the Source Code for Application Modifications upon County's request at any time during the term of the Agreement.

10.5 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether any one of the Release Conditions occurs, County shall have the right, at County's sole expense, to request that Contractor verify the relevance, completeness, currency, accuracy and functionality of the deposited or available Source Code, as

applicable, by, among other things, compiling the Source Code and performing test runs for comparison with the most current Application Software operating in the Production Environment.

10.6 POSSESSION AND USE OF SOURCE CODE

Upon obtaining the Source Code for any component of the Application Software following occurrence of a Release Condition, County shall be entitled to use such Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance for the applicable component of the Application Software, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.7 (Post-Agreement Proprietary Rights) below.

10.7 POST-AGREEMENT PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.6 (Possession and Use of Source Code) and County's License to, and Contractor's or any Pre-Approved Subcontractor's ownership of, the Application Software as provided in Paragraph 10.1 (Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Solution. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.7 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself, Pre-Approved Subcontractors and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.

11. SYSTEM ACCEPTANCE

11.1 SYSTEM TESTS

Contractor, with County's assistance where applicable, shall conduct all System Tests specified in the Statement of Work to ensure the Solution's compliance with the Specifications set forth in the Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.1 (System Requirements) and Exhibit D (Service Level Agreement). Such System Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. A System Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such System Test and County approves the System Test in writing. County's non-Acceptance of a System Test shall be subject to the Dispute Resolution Procedure under the Agreement.

To the extent a Design Document, Statement of Work Deliverable, Acceptance Criteria identified in the Statement of Work or other document developed and agreed to by the parties during System Implementation modifies System Requirements or other then existing Specifications, such document shall be deemed a modification to and shall modify the System Requirements or other applicable Specifications.

11.2 PRODUCTION USE

The System shall achieve Go-Live and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all System Tests under Exhibit A (Statement of Work) leading to Go-Live before the Final Acceptance Test. Contractor's obligations to provide System Maintenance as specified in the Agreement shall commence upon Go-Live.

11.3 FINAL ACCEPTANCE

Contractor agrees to correct all Deficiencies in the System during the one hundred (100) day period following Go-Live (hereinafter "Final Acceptance Test") at no cost to County. Contractor shall correct all Deficiencies discovered during such 100-day period. In the event an Unacceptable Deficiency is discovered during such 100-day period, Contractor shall provide to County a diagnosis of all Unacceptable Deficiencies and proposed solution(s) for County's approval. In the event an uncorrected Unacceptable Deficiency requires County to back out users from using the System or to deny user access to any material component or functionality of the System, at County's option, Contractor shall repeat the Final Acceptance Test following the 100-day period as follows: (i) in the case of any repairs of a Severity Level 1 Deficiency, Contractor agrees to correct any additional Deficiencies with such repairs that are identified within forty five (45) days following Contractor's delivery of such repair, (ii) in the case of any repairs for a Severity Level 2 Deficiency, Contractor agrees to correct any additional Deficiencies with such repair that are identified within thirty (30) days following Contractor's delivery of such repair, and (iii) in the case of Severity Level 3 Deficiency, Contractor agrees to correct any additional Deficiencies with such repairs that are identified within for fifteen (15) days following Contractor's delivery of such repair. Subject to the provisions of Paragraph 11.4 (Failed Testing), this process shall be repeated until all Unacceptable Deficiencies have been corrected. The System shall achieve "Final Acceptance" when County's Project Director, or his/her designee, approves in writing the Final Acceptance Test.

11.4 FAILED TESTING

11.4.1 If County's Project Director makes a good faith determination at any time prior to Acceptance of a System Test or reaching Final Acceptance, as applicable, that the System as a whole, or any component thereof, has not successfully completed a System Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or the System again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such

necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

11.4.2 Such procedure shall continue, subject to County's rights under Paragraph 8.2.2 (Termination) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

11.4.3 Such a termination for default by County shall be of the entire Agreement, subject to the provisions of Paragraph 24 (Effect of Termination). The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the System implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed System Acceptance or Final Acceptance of the System.

12. **WARRANTIES AND CORRECTION OF DEFICIENCIES**

12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including the Exhibit A (Statement of Work) including all Attachments thereto and System Requirements.
2. The Solution shall be free from material Deficiencies.
3. The applicable System Maintenance Service Levels shall not degrade during the term of the Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code,

which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

In addition, to the extent within Contractor's control or knowledge, Contractor shall prevent viruses from being incorporated or introduced into the System or updates or enhancements thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

12.2 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

In accordance with the procedures set forth in Paragraph 11.3 (Final Acceptance), Contractor hereby warrants to County that the System shall be free from any and all Unacceptable Deficiencies commencing from Go-Live of the System until Final Acceptance (hereinafter "Warranty Period"). During the Warranty Period, any Unacceptable Deficiencies shall be remedied in accordance with Paragraph 11.3 (Final Acceptance). Failure by Contractor to correct Deficiency during the Warranty Period in accordance with the Service Levels specified in Exhibit D (Service Level Agreement) shall not subject Contractor to assessment of Service Credits under the Service Level Agreement. Furthermore, following completion of the Warranty Period and commencing from the first Production Use of the System through the term of the Agreement, Contractor shall correct Deficiencies reported or discovered in accordance with the Statement of Work and the Service Level Agreement at no cost to County beyond the payment of the applicable Maintenance Fees under the Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All System components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
2. The System shall be compatible with the rest of the Solution components and any enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations.
3. The Solution, including the System, shall be capable of delivering all of the functionality and meeting all requirements set forth in the Specifications, as such may be modified as a result of System Implementation or provision of Optional Work.
4. The System shall meet the System Performance Requirements within Contractor's or its subcontractors', including its Pre-Approved Subcontractors', control, including but not limited to those relating to Response Time and Service Availability, as further specified in the Statement of Work. All System Performance Deficiencies for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including

Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

12.3 CONTINUOUS PRODUCT SUPPORT

12.3.1 In the event that Contractor elects, in its own discretion, to replace any or all implemented components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.

12.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Assignment and Delegation). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.

12.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

- (1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of the System Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
- (2) Any prepaid Maintenance Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;
- (3) Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;
- (4) Contractor shall provide to County the necessary Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;
- (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
- (6) The definition of Application Software shall include the Replacement Product.

12.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other Solution product or service provided hereunder shall fully extend to and be enjoyed by County.

12.5 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including the Statement of Work, shall include the repair or replacement by Contractor, at its own expense, of the non-conforming System components and any other remedies and corrective measures specified in the Agreement, including the Statement of Work and the Service Level Agreement.

12.6 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations within its or its subcontractors', including its Pre-Approved Subcontractors', control set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

12.7 WARRANTY DISCLAIMER

Other than as expressly provided in the Agreement with all of its Exhibits, Attachments and Schedules, Contractor makes no other express warranties and disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. Nothing in this Paragraph 12.6 (Breach of Warranty Obligations) negates any express warranties provided by Contractor under the Agreement.

13. INDEMNIFICATION

13.1 GENERAL

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and other County authorized personnel (hereinafter "County Indemnitees") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), for third party claims arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

13.2 LIMITATION OF LIABILITY

13.2.1 DIRECT DAMAGES

Except for (a) Contractor's indemnification obligations under Paragraph 15 (Intellectual Property Warranty and Indemnification), (b) bodily injury, death or damage to tangible property, (c) Contractor's breach of Paragraph 18 (Confidentiality and Security), or (d) Contractor's gross negligence, fraud, willful or intentional misconduct or violation of applicable law, the total aggregate liability of either party under the Agreement to the other, whether based on a claim in contract or in tort, law or equity, shall not exceed, as to the first event giving rise to actions, claims or other liability occurring, the following monetary limits (hereinafter, also "liability cap"): (i) during the period from the Effective Date of the Agreement through one (1) year after Final Acceptance of the Solution by County, fifteen million dollars (\$15,000,000); and (ii) from one (1) year after Final Acceptance through the remaining term of the Agreement, four million dollars (\$4,000,000).

13.2.2 CONSEQUENTIAL DAMAGES

Except for Contractor's liability arising from (a) Contractor's indemnification obligations under Paragraph 15 (Intellectual Property Warranty and Indemnification), (b) bodily injury, death or damage to tangible property, (c) Contractor's breach of Paragraph 18 (Confidentiality and Security) and (d) Contractor's gross negligence, fraud, willful or intentional misconduct or violation of law, neither party shall be liable under the Agreement for any indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues (even if such party has been advised of the possibility of such damages and whether or not such damages are foreseeable), provided the total aggregate liability of either party for such indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues shall not exceed the applicable liability cap as specified in Paragraph 13.2.1 (Direct Damages) above depending on the date of occurrence of the first event giving rise to such liability.

13.2.3 DATA BREACH LIABILITY

The limitations of liability and exclusions of certain damages set forth in Paragraph 13.2.2 (Consequential Damages) shall not apply to actions, claims or liability for indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues arising from Contractor's breach of Paragraph 18 (Confidentiality and Security), which shall be limited to the greater of: (i) the applicable liability cap as specified in Paragraph 13.2.1 (Direct Damages) above depending on the date of occurrence of the first event giving rise to such liability; and (ii) the amount of the Cyber Insurance coverage set forth in Paragraph 14.4.7 (Privacy/Network Security (Cyber) Insurance) payable by the insurance carrier for liability suffered by County as a result of such breach.

13.2.4 LIABILITY CAP INCREASE

The liability cap under this Paragraph 13.2 shall increase pursuant to any Amendment to this Agreement which also increases the maximum Contract Sum for the term of the Agreement. The percentage increase in the liability cap in the event of an increase in the maximum Contract Sum shall be equal to the percentage increase in the maximum Contract Sum. For example, if the maximum Contract Sum is increased by ten percent (10%), the liability cap of fifteen million dollars (\$15,000,000) would increase by ten percent (10%) and be sixteen million five hundred thousand dollars (\$16,500,000), while the liability cap of four million dollars (\$4,000,000) would increase to four million four hundred thousand dollars (\$4,400,000).

13.3 INDEMNIFICATION PROCESS

Any legal defense pursuant to Contractor's indemnification obligations set forth in this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

Notwithstanding the limitation of any of Contractor's indemnification obligations under the Agreement, including those specified in Paragraph 13.1 (General) above, to "third party

claims”, Contractor shall not be relieved of its indemnification obligations against claims filed by County or Contractor employees or agents.

The provisions of this Paragraph 13.3 shall apply to all of Contractor’s indemnification obligations set forth in the Agreement, including those specified in Paragraph 13.1 (General) and Paragraph 15 (Intellectual Property Warranty and Indemnification).

14. INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 13.2. These minimum insurance coverage terms, types and limits (“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor’s policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

14.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates

to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and other County authorized personnel (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

14.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

14.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 SEPARATION OF INSURED

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations

14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.4.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.3 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14.4.5 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.4.6 TECHNOLOGY ERRORS AND OMISSIONS

Insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$25 million.

14.4.7 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information by Contractor and its Pre-Approved Subcontractors no matter how it occurs), (2) system breach of Contractor and its Pre-Approved Subcontractors, (3) denial or loss of service relating to Contractor and its Pre-Approved Subcontractors, (4) introduction, implantation or spread of malicious software code through Contractor and its Pre-Approved Subcontractors, (5) unauthorized access to or use of computer systems, with limits of \$25 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and other County authorized personnel (collectively County and its Agents) shall be provided additional insured status.

14.5 FAILURE TO MAINTAIN COVERAGE

Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the System without interruption, subject only to County’s obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor’s creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County’s use of the System (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the System in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.

15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and other County authorized personnel (collectively referred to for purposes of this Paragraph 15 as “County”) from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) for third party claims arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or

the operation and use of the System by County or any Participating Agency pursuant to this Agreement (collectively referred to for purposes of this Paragraph 15 as “Infringement Claim(s)”). The foregoing indemnification shall not apply to the extent: (i) the Infringement Claim arises out of or relates to (a) County’s use of the System not in accordance with the Agreement; or (b) combination of the System with any information, software code or other material not furnished by Contractor or any of its Pre-Approved Subcontractors, except to the extent the Infringement Claim requires only the additional step of operating the System or any component thereof on general purpose servers or workstations or mobile computing devices; (ii) such Infringement Claim is the result of a modification made to the System by any third party other than Contractor or Pre-Approved Subcontractor or is authorized by Contractor or Pre-Approved Subcontractor; (iii) County continues the allegedly infringing activity after being notified thereof or after being informed of modifications, which are made available to County at no additional charge, that would have avoided the alleged infringement; or (iv) such Infringement Claim is solely based on the County provided materials.

- 15.3 County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County’s License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the System or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 “Remedial Act(s)”).
- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate the Agreement for default pursuant to Paragraph 20 (Termination for Default).

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor agrees that County shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, diagrams, reports, records and any other information or work products originated from or created solely for County through Contractor’s work pursuant to this Agreement and any County data whether provided by County or otherwise accessible or generated by Contractor or the System, excluding the Work Product and System Software provided by Contractor and related Documentation (collectively “County Materials”). Contractor, therefore, hereby assigns and transfers to County all of Contractor’s right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. With regards to any additional materials which are not County Materials and created by Contractor for County pursuant to this Agreement, including, without limitation, any Deliverables (collectively hereunder “Developed Materials”), County shall be entitled a worldwide, perpetual, non-exclusive, non-transferable, non-sublicenseable and royalty-free

license and right to use the Developed Materials solely for County's own internal business purposes

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights will be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.3 WORK PRODUCT

Notwithstanding the provisions of Paragraph 16.1 (County Materials), all pre-existing or developed materials, Deliverables, routines, methodologies, reusable components, algorithms, working papers, software, tools, processes and manuals, and all derivative works therein together with all associated intellectual property rights (hereinafter collectively "Work Product") are and shall remain the sole property of Contractor, Pre-Approved Subcontractor or any third party owner, as applicable. County will have no interest in or claim to the Work Product except to the extent necessary to exercise its rights under this Agreement in accordance with the rights and restrictions set forth herein.

In addition, subject to Contractor's confidentiality obligations under this Agreement relating to County's Confidential Information, Contractor is free to use any ideas, concepts or know-how developed or acquired by Contractor during the performance under this Agreement, other than County Materials, to the extent obtained and retained by Contractor's personnel as impressions and general learning.

16.4 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California

- Public Records Act or otherwise by any state or federal law or order of court; or
- (2) Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF AGREEMENT

17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential the other party's Confidential Information (as further defined below) in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality.

As used in this Agreement, "County's Confidential Information" shall include all records, materials, documents, data and/or other information accessed, received, obtained, produced or acquired by Contractor in connection with the Agreement, including, but not limited to, billing and sensitive financial information, County records, County Materials, System Data,

personally identifiable and health information including PHI, PI and MI as such terms are defined in Paragraph 18.3 (Protection of Electronic County Information – Data Encryption), and records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations).

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of Contractor's confidentiality provisions of this Agreement with respect to County's Confidential Information. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit F (Confidentiality and Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

As used in this Agreement, "Contractor's Confidential Information" shall include all accessed, received, obtained or acquired by County in connection with the Agreement information related to strategic and other plans, methods, methodologies, processes, financial data, lists, inventions, apparatus, statistics, programs, research, development, information technology, network designs, usage data, the plans and specifications of any product or service that is designed or modified for County at County's request or expense.

Each party shall use whatever appropriate security measures are necessary to protect the other party's Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

18.1.2 DISCLOSURE OF INFORMATION

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

Notwithstanding anything in this Paragraph 18.1, the obligations with respect to confidentiality shall not apply to information that (A) was, at the time of disclosure of it, in the public domain; (B) was in possession of the receiving party at the time of disclosure of it and was not or is not the subject of a pre-existing or current confidentiality obligation; (C) was received after disclosure of it by a third party that had a lawful right to disclose such information without being required to disclose it in confidence; (D) after disclosure of it, is published or otherwise becomes part of the public domain legally and through no fault of the receiving party; or (E) was independently developed by the receiving party without use of the Confidential Information of the other party.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and other County authorized personnel from and against any and all loss,

damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, for third party claims arising from, connected with or related to any failure by Contractor, its officers, employees, agents or subcontractors to comply with this Paragraph 18, as determined by County in its sole judgment.

18.2 SECURITY

18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System, as further specified in this Agreement and Attachment A.4 (Information Security Requirements). In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the System Data or any other County data. Contractor shall protect, secure and keep confidential all System Data in compliance with all federal, state and local laws, rules, regulations, ordinances, publicly available guidelines and directives relating to confidentiality and information security, and Attachment A.4 (Information Security Requirements), including any breach of the security of the System, such as any unauthorized acquisition of System Data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all System Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use System Data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 18.3, "PI" is defined in California Civil Code Section 1798.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

18.3.1 ENCRYPTION STANDARDS – STORED DATA

Upon County’s request Contractor’s and subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with ISO 27001 standards and industry best practices. Advanced Encryption Standard (AES) with cipher strength of 128-bit is minimally required.

Contractor’s and subcontractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Executive Office.

18.3.2 ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: ISO 27001 standards and industry best practices. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

18.3.3 DEFINITION REFERENCES

1. As used in this Policy, the phrase “Personal Information” shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase “Protected Health Information” shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase “Medical Information” shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

18.3.4 COMPLIANCE

By executing the Agreement, Contractor (on behalf of itself and any and all subcontractors including Pre-Approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 18.3 as of the Effective Date of the Agreement, during the term of the Agreement and for as long as Contractor (or any of its subcontractors) is in possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Attachment A.5 (Compliance with Encryption Requirements) prior to being awarded the Agreement by the Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its Pre-Approved Subcontractors’ data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 shall constitute a material breach of this Agreement, upon which County may terminate or suspend the Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

18.3.5 NO POLICY EXCEPTIONS

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors.

18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages

and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the System from loss or damage. Contractor shall bear the risk of loss or damage to the System and any System Data to the extent caused by Contractor's failure to comply with the provisions of this Paragraph 18.

19. ASSIGNMENT AND DELEGATION

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

19.2 Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

19.3 Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

- (1) Following the Dispute Resolution Procedure (hereinafter also "DRP") set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor continues its failure to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
- (2) Following the DRP set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
- (3) Following the DRP set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor continues its failure to make progress as to endanger performance of this Agreement in

accordance with its terms; or

- (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and/or the Service Level Agreement; or
- (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

Notwithstanding anything to the contrary under this Agreement, the total of (i) actual time to resolve pursuant to the DRP the dispute giving rise to the default under sections (1), (2) or (3) of this Paragraph 20.1 above and (ii) the time allowable to cure such default hereunder shall not exceed forty five (45) days.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than forty five (45) calendar days after the notice is sent.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22. TERMINATION FOR IMPROPER CONSIDERATION

22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged

with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.

- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23. TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- (1) *Insolvency of Contractor*. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
- (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
- (3) The appointment of a receiver or trustee for Contractor; or
- (4) The execution by Contractor of an assignment for the benefit of creditors.

- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph 10.3 (Source Code) and the Source Code Escrow Agreement, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. EFFECT OF TERMINATION

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- (2) Subject to Contractor's obligation to provide termination assistance as provided in Paragraph 24(8), Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall (a) promptly return to County any and all County's Confidential Information, County Materials and any other County data that relate to that portion of the

Agreement and Work terminated by County, and (b) destroy all such County's Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Attachment A.4 (Information Security Requirements);

- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination and, with respect to termination for convenience only, whether or not such Work has been accepted and/or approved by County or otherwise;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Maintenance Fees calculated depending on the date of termination, if applicable;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), Contractor shall be liable to County for, and shall promptly pay to County, \$72,000 as cover for goods, services and other work so terminated;
- (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein (i) for the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) has occurred which would permit County to use such Source Code, and (ii) for Application Modifications after such time as one of the Release Conditions described in Paragraph 10.4.3 (Source Code Release Conditions – Application Modifications) has occurred which would permit County to use such Source Code; and
- (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, and Contractor shall continue to provide the License and Services for the License Fees and Maintenance Fees specified in this Agreement for a period not to exceed the lesser of: (a) the period through the expiration of term of the Agreement; or (b) such shorter period as determined by County. Upon notice to Contractor, Contractor shall support County or another selected contractor during a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities. Any such transition services shall be provided as Optional Work at a not-to-exceed Maximum Fixed Price pursuant to a mutually agreed upon Work Order.

25. INDEPENDENT CONTRACTOR STATUS

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits,

payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.

25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

25.4 Notwithstanding the provisions of this Paragraph 25, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26. SUBCONTRACTING

26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement, or any portion thereof, shall be subcontracted by Contractor, other than to the approved subcontractors listed in Exhibit K (Pre-Approved Subcontractors) (hereinafter "Pre-Approved Subcontractors"), without notice to County as provided in this Paragraph 26. Any subcontractors, direct or indirect, of Contractor engaged for the purpose of this Agreement shall not be deemed Pre-Approved Subcontractors without County's advance written consent. Notwithstanding the foregoing, Contractor may use subcontractors for code development, quality assurance and other generic functions that do not require access to County's Confidential Information or its facilities or relate to the direct performance of the Services. Any attempt by Contractor to subcontract any performance of this Agreement by Contractor other than to the Pre-Approved Subcontractors without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.

26.2 In the event Contractor subcontracts any portion of its performance of the Agreement by Contractor other than to the Pre-Approved Subcontractors, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:

- (1) The reasons for the particular subcontract;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
- (3) A detailed description of the Work to be provided by the proposed subcontractor;
- (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
- (5) Required County forms including (i) Exhibit F (Confidentiality and Assignment Agreement), (ii) Exhibit G (Contractor's EEO Certification), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
- (6) A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including

compensation to its employees, related to the performance of Work under this Agreement; and

- d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and

(7) Other pertinent information and/or certifications reasonably requested by County.

- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and other County authorized personnel, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees for third party claims in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.
- 26.6 Subcontracting of any Work performed by the Contractor's Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

27. RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

28. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide substantially similar software, service levels, software models, components, goods or services under substantially similar delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. No more frequently than once per year during the term, upon reasonable advanced notice, and subject to the confidentiality obligations set forth herein, County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 by review of Contractor's books and records related to the Services provided hereunder and any substantially similar services Contractor provides to the State or any county, municipality or district of the State.

29. RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent allowed by law. County and its authorized representatives shall treat all such records reviewed and derived from or based on any such audits as Contractor's Confidential Information, subject to the California Public Records Act. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County's borders.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by

County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

30. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent(s), will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions of this Agreement. Contractor deficiencies, which County determines are significant or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

31. CONFLICT OF INTEREST

31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

31.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 31 shall be a material breach of this Agreement.

32. COMPLIANCE WITH APPLICABLE LAWS

32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, as well as policies and procedures made available by County to Contractor and applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

32.2 Contractor shall indemnify, defend and hold harmless County, its elected and appointed officers, employees, agents and other County authorized personnel, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, for third party claims arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, as well as policies and procedures made available by County to Contractor, each as applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof, as determined by County in its sole judgment.

32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

County will notify Contractor of any known new or changes to the existing applicable County laws, directives or policies.

32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS

34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit G).

34.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
- (1) Title VII, Civil Rights Act of 1964;
 - (2) Section 504, Rehabilitation Act of 1973;
 - (3) Age Discrimination Act of 1975;
 - (4) Title IX, Education Amendments of 1973, as applicable; and
 - (5) Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

35. RESTRICTIONS ON LOBBYING

35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36. EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

36.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and other County authorized personnel from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, for third party claims arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

37. CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

37.2 **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

37.3 **PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38. FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT

39.1 **RESPONSIBLE CONTRACTOR**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

39.2 **CHAPTER 2.202**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

39.3 **NON-RESPONSIBLE CONTRACTOR**

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which

indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 **SUBCONTRACTORS OF CONTRACTOR**

The terms and procedures of this Paragraph 39 shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

40. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41. REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

42. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

44. WARRANTY AGAINST CONTINGENT FEES

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45. SAFELY SURRENDERED BABY LAW

45.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law). Additional information is also available at <http://babysafela.org>.

45.2 ACKNOWLEDGMENT OF COMMITMENT

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster (Exhibit I (Safely Surrendered Baby Law)) in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

46. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County’s ordinance entitled Contractor Employee Jury Service Program (hereinafter “Jury Service Program” or “Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter “County Code”).

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 46.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- 46.2.2 For purposes of this Paragraph 46, “Contractor” means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month

period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

46.2.4 Contractor's violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

47.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and

remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

49.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

49.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50. DISPUTE RESOLUTION PROCEDURE

50.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 50 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

50.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.

50.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.

50.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

50.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

- 50.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 50.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 50.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 50, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 50.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 50.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

51. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

52. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Change Notices and Amendments).

53. NON-DISCRIMINATION IN SERVICES

- 53.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this

Paragraph 53, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

53.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

54. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

55. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

56. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Change Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

58. VALIDITY AND SEVERABILITY

58.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

58.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

59. NOTICES

59.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

59.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

59.3 To County, notices shall be sent to the attention of County’s Project Manager and County’s Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

To Contractor, notices shall be sent to the attention of Contractor’s Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), with a copy to Contractor’s Project Executive.

59.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 59 by giving written notice of the change to the other party, subject to County’s right of approval in accordance with Paragraph 3.3 (Approval of Contractor’s Staff).

60. ARM’S LENGTH NEGOTIATIONS

This Agreement is the product of arm’s length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

61. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring, or Contractor from providing, similar, equal or like goods and/or services from or to other entities or sources.

62. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

63. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of fires, floods, epidemics, quarantine restrictions, other natural disasters or occurrences, acts of God, riots, strikes, acts of terrorism, war or other such event of a similar nature that is beyond the reasonable control of the party seeking to excuse its delay or failure, but in every such case the failure to perform must be beyond the reasonable control and without any material fault of the non-performing party or its subcontractors including Pre-Approved Subcontractors.

64. INTENTIONALLY OMITTED

65. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

65.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

65.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

66. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform Work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

67. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

68. RE-SOLICITATION OF BIDS AND PROPOSALS

68.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated

under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

- 68.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 69 shall survive the expiration or other termination of this Agreement.

70. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

71. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

73. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74. RECYCLED PAPER

Consistent with the County’s Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project

75. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

76. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE ON HUMAN TRAFFICKING

Contractor acknowledges that County has established a Zero Tolerance on Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If Contractor or member of Contractor’s staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor’s staff be removed immediately from performing any Work under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor’s staff pursuant to this Paragraph 76 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

77. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 2.4 Approval of Work
- 9.3 Sales/Use Tax
- 10 Ownership and License
- 12 Warranties and Correction of Deficiencies
- 13 Indemnification
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations

17	Disclosure of Agreement
18	Confidentiality and Security
24	Effect of Termination
29	Records and Audits
32	Compliance with Applicable Laws
33	Fair Labor Standards
36	Employment Eligibility Verification
40	Federal Access to Records
42	No Third Party Beneficiaries
51	Assignment by County
55	Governing Law, Jurisdiction and Venue
58	Validity and Severability

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
Los Angeles County Public Defender

By _____
KENNETH I. CLAYMAN
Interim Public Defender

CONTRACTOR:
Vertiba, LLC

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel



EXHIBIT A
STATEMENT OF WORK
FOR
CLIENT CASE MANAGEMENT SYSTEM

JULY 2017

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1. INTRODUCTION AND OVERVIEW

1.1 GENERAL

This Statement of Work (“SOW”) describes System Implementation services and other Work to be provided by Contractor for the Los Angeles County Public Defender (“PD” or “County”). This SOW and any Attachments hereto are subject to the terms and conditions of the Agreement between County and Contractor.

Contractor shall perform, complete and deliver all Work, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. For the purpose of the Agreement, a Deliverable shall be deemed complete upon County’s approval and acceptance thereof in accordance with the provisions of the Agreement, irrespective of the number of tries it takes Contractor to provide a successful Deliverable. References in this Exhibit A may also be made to sections of Contractor’s Proposal, which is incorporated by reference into the Agreement.

Unless specified otherwise, Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies and support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, System Requirements and other Specifications set forth in the Agreement. All System Requirements, whether specifically referenced or not in this SOW, shall apply to Contractor’s deliverables under the Agreement.

The following Attachments are attached to and are deemed a part of this Statement of Work:

Attachment A.1 – System Requirements

Attachment A.2 – Software Configuration

Attachment A.3 – System Architecture

Attachment A.4 – Information Security Requirements

Attachment A.5 – Compliance with Encryption Requirements

Attachment A.5 – Deliverable Acceptance Document

Attachment A.7 – Solution Methodology

Attachment A.8 – Participating Agencies

Attachment A.9 – Proposal Forms

1.2 SCOPE OF WORK

Without limiting the more detailed descriptions set forth in the subsequent Sections of this Statement of Work and otherwise in the Agreement and the Project Management Plan, Contractor’s Work hereunder shall include the following, in each case in full accordance with this Statement of Work:

- Contractor shall provide all Software Licenses and perform all Services and other Work to set up, configure, develop, integrate and transfer knowledge to County staff on how to configure the CMS Solution to support and operate within the County to the full benefit of the PD. Contractor shall provide County with a Software License for the use of the

CMS Software and any additional components that meet all of the Solution Requirements described Attachment A.1 (System Requirements) to this Statement of Work.

- Contractor shall perform, complete and deliver all Tasks, Subtasks, Deliverables, goods, Services and other Work (collectively referred to as “Work”) as set forth below or in any referenced document herein, in full compliance with this Statement of Work. Such Work shall include all configurations, conversions, data loads, systems interface configuration, knowledge transfer, tests, training, systems documentation and system cutover services set forth or referenced herein. Also defined in this Statement of Work are those Tasks and Subtasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables set forth herein.
- Unless specified otherwise, Contractor shall perform, complete, and deliver all Work as set forth in this Statement of Work on County facilities. Any exceptions to this requirement must be approved in advance by County’s Project Manager.
- Contractor shall perform, complete and deliver all Work as set forth in this Statement of Work not requiring onsite access at a Contractor facility in the United States. In provision of Work under the Agreement, at no time shall Contractor or any persons providing Work on behalf of Contractor shall have access to County data or System Data that falls within the scope of County’s Confidential Information from a facility outside of the United States.

1.3 APPROVAL OF WORK

Upon completion of any particular Work deliverables to be provided by Contractor, Contractor shall submit a Deliverable Acceptance Document to County’s Project Director, together with any supporting documentation reasonably requested by County, for written approval by County’s Project Director. All Work must be approved by County, as evidenced by County’s Project Director’s signature on the applicable Deliverable Acceptance Document.

Additionally, Contractor shall provide knowledge transfer activities in each of the Tasks and Subtasks contained within this Statement of Work prior to the delivery of the Deliverable Acceptance Document to County’s Project Director. The Deliverable Acceptance Document shall enumerate the knowledge transfer activities undertaken by Contractor to fulfill its requirement under this Agreement. County will use reasonable efforts to provide its approval within two (2) to ten (10) Business Days depending on the complexity of the applicable Deliverable, as agreed to by the parties.

2. DEFINITIONS

The capitalized terms used throughout this Statement of Work shall have the meanings given to such terms in this Statement of Work below. All other capitalized terms used in this Statement of Work without definitions shall have the meanings given to such terms in the Base Agreement or otherwise in the Agreement. The terms and phrases listed below in quotes and with initial letter capitalized, where applicable, whether singular or plural, that are used throughout this Exhibit A shall have the particular meanings given to such terms and phrases in this Section 2 below.

“**Bug**” shall mean a Defect in the completed Work. Bugs are tracked in Vertigo and are triaged for severity and priority.

“**Business Process Review**”; “**BPR**” shall mean a workshop where Contractor and County will define in detail the specific business requirements for the Project. The requirements will

be captured in plain business language that County will review and confirm before Contractor commences development work on the project. The Scope Elements in the SOW will drive the discussion and agenda for the BPR workshop.

“Deliverable Acceptance Document”; **“DAD”** shall mean the document in the format set forth in Attachment A.6 (Deliverable Acceptance Document) to be submitted by Contractor to County for approval upon completion of Deliverables under this Statement of Work.

“Gap” shall mean the difference between the original scope of work estimate and the estimated efforts identified to complete the confirmed requirements resulting from the BPR workshop.

“Iteration” shall mean a time-boxed event with specific requirements targeted for completion. The Project will include one or more iterations. Iterations provide the ability to review and reprioritize work as the Project progresses and as Contractor and County better understand needs, impacts and dependencies associated with the requirements.

“Project” shall mean County’s project for the development, implementation and maintenance and support of the CMS Solution under the Agreement.

“Reconciliation” shall mean the process of addressing any gaps between estimates of work from the SOW and the work defined and confirmed through the BPR. Differences resulting from reconciliation may require reevaluating scope and requirements for future phases, adjusting project budget as permitted under the Agreement and/or resetting Project schedules.

3. TASKS – SYSTEM IMPLEMENTATION

This Section describes the primary Work that Contractor shall perform as part of System Implementation under the Agreement, which shall include the following major Tasks:

1. Hosting Environment Provisioning
2. Project Management
3. System Design, Development and Customization
4. Security
5. Data Conversion
6. Testing
7. Knowledge Transfer and Training
8. Implementation
9. Risk Management
10. Quality Management
11. Production Support and Transition

TASK 1 – HOSTING ENVIRONMENT PROVISIONING

Contractor shall set up the System Hosting environment (“System Environment”), including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.

TASK 2 – PROJECT MANAGEMENT

SUBTASK 2.1 – DEVELOP PROJECT MANAGEMENT PLAN

Contractor shall develop a Project Management Plan (“PMP”) and submit it to County for approval. The PMP shall conform to IEEE/ISO/IEC 16326-2009 Systems and Software Engineering--Life Cycle Processes--Project Management. The scope of the PMP shall incorporate the following component processes: Project Schedule, Staff Management, Communications Management, Scope Change Management, Requirements Traceability Management and Configuration Management. Contractor shall update the PMP as needed to reflect significant changes in the Project. Some portions of the PMP may require a standalone plan.

SUBTASK 2.2 – PROVIDE PROJECT MANAGEMENT DOCUMENTS

Contractor shall provide Project management documents (i) using Microsoft 2010 or later software products for County’s executive reporting and administration purposes and (ii) Contractor’s ProjectForce tool for management of Project requirements, tasks, deliverables, sprints/Iterations, risks and issues.

SUBTASK 2.3 – PROVIDE PROGRESS REPORTING

Contractor shall advise County of progress in meeting goals and schedules contained in the work plans including the PMP. This shall be initiated one (1) week after the Effective Date of the Agreement and applied weekly thereafter and shall consist of the following:

- Progress of each task/activity.
- Updated Project Schedule.
- Action items and decisions from the previous meeting.
- Problems encountered, proposed resolutions and projected completion dates for problem resolution.
- Planned activities for the next two (2) reporting periods.
- Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule.
- Other information as reasonably required by County or Contractor.

SUBTASK 2.4 – PROJECT INITIATION

Contractor shall transition from the Sales Team to the Project Team and:

- Prepare for Kickoff
- Conduct Project Kickoff Meeting
- Assemble Team, Setup Users and System Environment
- Collect Project Objectives
- Collect Challenges with Existing Systems
- Identify Project Success Criteria
- Prepare for Workshops

Number of Team Members: 10

TASK 3 – SYSTEM DESIGN, DEVELOPMENT AND CUSTOMIZATION

SUBTASK 3.1 – UTILIZE SDLC

Contractor shall use a structured Software Development Life Cycle (“SDLC”) process, including an iterative software development methodology and incremental deployment of functionality to the Production Environment to allow both Contractor and County to provide frequent feedback as to the progress of the Project with opportunities to make corrections in interpretation in order to better understand the challenges of the Project at an earlier date.

SUBTASK 3.2 – PROVIDE SDLC DESCRIPTION

Contractor shall describe and provide to County the design and development approach and methodology used for the Project.

SUBTASK 3.3 – DESIGN AND DEVELOPMENT PLAN

Contractor shall incorporate the design and development approach into a comprehensive Design and Development Plan (“Software Development Plan”) which shall comply with IEEE 12207.2, Section 5.3.3 - System Architectural Design.

SUBTASK 3.4 – STANDARDS

Contractor shall follow industry standards for all development work, including database naming and usage.

SUBTASK 3.5 – SOFTWARE ACCESS

Contractor shall provide County access to the Software components and Documentation immediately following completion of Task 1 – Hosting Environment Provisioning.

SUBTASK 3.6 – CASE MANAGEMENT WORKSHOPS

Contractor shall conduct Case Management Workshops which shall, at a minimum:

- Identify Key Case Management Process
- Identify Key Business Information (Fields & Objects)
- Identify Data Validation Requirements
- Identify Custom Configurations
- Identify Workflow Requirements

Two workshops will be conducted for each case type.

Number of Workshops: 14

SUBTASK 3.7 – REPORTING WORKSHOP

Contractor shall conduct Reporting Workshops which shall, at a minimum:

- Identify Finance Requirements
- Identify Executive Requirements
- Identify Operations Requirements

Number of Workshops: 7

SUBTASK 3.8 – DOCUMENT FUNCTIONAL REQUIREMENTS

Contractor shall document all business requirements collected during business process workshop into Contractor’s ProjectForce tool. Each requirement will include business

need, category, priority and scope/Project phase. The categories will include: configuration, workflow, reporting, code, process, training and integration requirements.

Number of Case Types: 7

SUBTASK 3.9 – DOCUMENT BUSINESS PROCESS WORKFLOW

Contractor shall update each requirement with detailed functional and/or technical specifications to identify the details of what will be constructed.

Number of Processes: 7

SUBTASK 3.10 – INTEGRATION REQUIREMENTS

Contractor shall determine how Salesforce.com will integrate with external systems by, among others:

- Identifying External Systems
- Identifying Interfaces (Objects/Tables for each system)
- Identifying Integration Actions: Insert, Update, Delete
- Identifying Frequency and Triggering Event
- Identifying Integration Technique (Batch file, web services, etc.)
- Identifying Integration Security Protocol and Authentication

Integrations include:

- Active Directory
- e-Subpoena Requests
- PDARTS
- TCIS / New Court System (Tyler)
- Probation System Initially one-direction integration data import into selected Content Management system using e-Delivery System. Includes Structured and Unstructured data

Assumption: Integration with the Probation system is a one-way interface.

Number of External Systems: 5

SUBTASK 3.11 – CONDUCT GAP ANALYSIS OF REQUIREMENTS

Contractor shall identify any differences between the Project's scope as described in this SOW and the identified System Requirements and review with County.

Number of SOWs: 1

SUBTASK 3.12 – HIGH-LEVEL TECHNICAL SPECIFICATIONS

Contractor shall document the Technical Specifications of this Project including: security and authentication, data model and database storage, integration with other systems.

Number of Technical Specifications: 1

SUBTASK 3.13 – PRESENT HIGH-LEVEL SOLUTION DESIGN

Contractor shall develop for County a Powerpoint presentation to describe the overall Solution including the technical architecture, functional architecture, integration architecture, object model and key features.

Number of Design Documents: 1

SUBTASK 3.14 – CONDUCT INDEPENDENT DESIGN REVIEW

Contractor shall conduct an independent review of the designed Solution proposed by Contractor’s architect team to meet County’s requirements. This review will assess the viability, usability, performance factors of the Solution versus industry best practices.

Number of Reviews: 1

SUBTASK 3.15 – CLIENT DESIGN REVIEW

Contractor shall review functional and technical design with stakeholders.

Number of Design Reviews (2 per iteration): 14

SUBTASK 3.16 – DETAILED DESIGN

Contractor shall update each System Requirement with detailed functional and/or technical specifications to identify the details of what will be constructed.

Number of Detailed Design Sessions: 14

SUBTASK 3.17 – DEVELOP APPLICATION SOFTWARE

For each Iteration, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.

Number of Detailed Design Sessions: 14

TASK 4 – SECURITY

SUBTASK 4.1 – PROVIDE SECURITY PLAN

Contractor shall provide a System Security Plan that describes the security approach for the System. In addition, because of the expected interactivity with other entities (e.g., Courts, etc.), a comprehensive plan must explain how the System shall comply and coordinate when necessary with the security constraints of other entities. The System Security Plan shall address, at a minimum, the following areas:

- General Information about System Environment, Interconnections/Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System Description
- Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase
- Operational Controls pertaining to Personnel Security, Physical and Environmental Protection, Input/Output Controls, Contingency Plans, Maintenance, Integrity, Documentation, Training, Incident Response
- Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails

SUBTASK 4.2 – GATHER SECURITY REQUIREMENTS

Contractor shall:

- Determine Security Method
- Determine Organization Wide Settings

- Identify Roles and Profiles
- Develop Sharing Rules

Number of Workshops: 4

TASK 5 – DATA CONVERSION

SUBTASK 5.1 – DATA CONVERSION PLAN

Contractor shall provide a comprehensive Data Conversion Plan that will describe how Contractor will manage the process of converting (as required) data from the legacy applications for use in the System. The Data Conversion Plan shall address, at a minimum:

- A description of all data sources and data targets.
- A description of field mappings, tools, data validation and cleansing methods/algorithms, and any other software programs that will be used or will need to be written to support data conversion.
- A description of how converted data will be validated to be correct before use.
- A description of the approach to converting legacy data to required formats.
- A description of how data anomalies and errors will be handled.
- A schedule of deliverables and resources needed to complete the conversion effort.
- How converted data will be delivered as required to support each phase of the System delivered to the pre-production and production environments.
- Description of how the data reconciliation process will work.

SUBTASK 5.2 – DATA CONVERSION CONFIGURATIONS

Contractor shall configure any required data conversion tools, software and hardware.

SUBTASK 5.3 – PROVIDE DATA CONVERSION ASSISTANCE

Contractor will be responsible for converting all data required from the legacy environment to the System. While Contractor will provide the tools and methodology for converting the legacy data, County will provide dedicated resources to assist Contractor in understanding the legacy data, assistance in data extracts and data loads and assisting Contractor in resolving problems related to the data conversion efforts.

TASK 6 – TESTING

SUBTASK 6.1 – PROVIDE TEST PLAN

Contractor shall provide a comprehensive Test Plan which shall comply with the PD's testing practices and IEEE Std. 829-1998 Standard for Software Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases and test reports. Detailed Test Plans shall be created for each of the following:

- Unit Testing
- Functional Testing
- Integration Testing
- System Testing
- Security Testing

- Regression Testing
- Stress/Load Testing
- Performance Testing
- Acceptance/Usability Testing

SUBTASK 6.2 – NON-PRODUCTION ENVIRONMENTS

Contractor shall set up and utilize Testing and Development System Environments separate from the Production Environment. Testing or development shall not be performed in the Production Environment.

SUBTASK 6.3 – DEVELOP PROBLEM RESOLUTION MANAGEMENT PLAN

Contractor shall develop a comprehensive Problem Resolution Management Plan that describes the approach to be taken in managing all problems discovered during any testing phase and in production.

SUBTASK 6.4 – PROBLEM TRACKING

Contractor shall use a single Problem Resolution Tracking tool ("ProjectForce") that Contractor and County shall use collaboratively for the tracking of System Defects. The Problem Resolution Tracking tool must, at a minimum, include:

- All Defects in the Solution identified during any testing phase or in production shall be recorded, prioritized, tracked and resolved in a timely manner. Each Defect shall be assigned a "Defect Level" based on the following definitions:
 - Critical** – Results in a complete System outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.
 - Serious** – System functionality is degraded with severe adverse impact to the user, and there is not an effective workaround.
 - Moderate** – System functionality is degraded with a moderate adverse impact to the user, but there is an effective workaround.
 - Minor** – No immediate adverse impact to the user.
- Contractor shall allow County full access to the Problem Resolution Tracking tool.
- The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Contractor's Quality Management Plan.
- Contractor shall comply with the "Defect Level" approach as described above, including the requirement that County's Project Manager shall designate the Severity Level for all Defects.

TASK 7 – KNOWLEDGE TRANSFER AND TRAINING

SUBTASK 7.1 – DEVELOP KNOWLEDGE TRANSFER AND TRAINING PLAN

Contractor shall develop (in cooperation with County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users and technical personnel to a familiar level of understanding with how the new System will work and how it differs from the system being replaced. The plan shall address and ensure the following:

- Training will be provided as early as possible in the Project to allow the training goals to be implemented throughout the Project life cycle.

- Contractor shall provide the resources necessary to complete the training effort along with the tools and documentation that will be necessary to support the Project effort.
- Contractor will create specific courses and provide course materials and conduct courses for both technical personnel and end users.
- Contractor will provide a Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new System, including operation of the testing tools, supporting infrastructure and security.
- Contractor will provide a report about the progress of training activities.
- Contractor shall provide training to County for performing change configuration and release management.
- Contractor shall provide training to County for performing application maintenance, development and testing immediately after Acceptance of the System without Contractor's intervention.

SUBTASK 7.2 – PROVIDE TRAINING COURSE OUTLINE

Contractor shall provide to County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training.

SUBTASK 7.3 – TRAINING PACKAGE SUBMISSION

Contractor shall submit all training packages to County for review and acceptance at least ten (10) calendar days prior to the scheduled training.

SUBTASK 7.4 – PROVIDE TRAINING MANUALS

Contractor shall provide training manuals for all classroom training conducted.

SUBTASK 7.5 – PROVIDE TRAINING MATERIALS

Contractor shall provide all training materials developed for the System to County. Those materials shall become the property of County and may be modified and duplicated as needed by County.

SUBTASK 7.6 – SPECIFY STAFF REQUIREMENTS

Contractor shall identify the number of staff necessary for Maintenance and Support (“M&S”) of the Solution as well as the skill sets necessary.

SUBTASK 7.7 – SUPPORT STAFF TRAINING

Contractor shall develop and provide training for County's System Technical Support Staff to include, at a minimum, the following types of staff (number to be identified by Contractor):

- County technical staff that will be supporting the System.
- County Help Desk staff that will assist internal end users with technical support for the System.

The training shall include, at a minimum, the following topics:

- System Interfaces.
- Database design and maintenance. A Data Dictionary must be provided.
- System procedures.

- Report generation.
- System administration and maintenance.
- The setup, configuration and administration of all computing environments developed by Contractor.
- Best practices for facilitating resolution of issues with Software Vendor support organizations, including, for each Software Vendor, applicable support pathways and protocols and lessons learned to expedite the successful and timely resolution of issues. Upon County request, Contractor shall provide opportunities for County technical staff to “shadow” Contractor support personnel as they communicate with Software Vendors during the provision of Vertiba Managed Services to resolve issues.

SUBTASK 7.8 – TRAINING CONTINUATION

For the duration of the Agreement, Contractor shall continue to provide training and support as necessary to County’s technical staff if upgrades have been installed and/or there is a change in functionality to the System. Such training and support shall be provided at no additional cost to County beyond the applicable Maintenance Fees during the first year post-Final Acceptance and in the form of On-Demand Application Support in the following years.

TASK 8 – IMPLEMENTATION

SUBTASK 8.1 – PROVIDE IMPLEMENTATION PLAN

Contractor shall provide a comprehensive Implementation Plan. The Implementation Plan shall, at a minimum:

- Disclose technically challenging areas of the Project as soon as possible. New external interfaces and data conversion should, where possible, be deployed early in the Project.
- Include a deployment schedule developed in cooperation with County that ensures continuous, uninterrupted support throughout the Project.

SUBTASK 8.2 – DISASTER RECOVERY

Contractor shall provide Disaster Recovery relative to the physical environment and planning for recovery from operational failures for all Application Software components other than those hosted by County. However, Contractor’s knowledge of the System will be helpful in County’s business continuity and disaster recovery planning. Contractor, therefore, shall provide guidance that addresses the following:

- Areas of the System most susceptible to failure or disaster that would result in downtime.
- Recommendations for recovery processes or steps to take in the event of a downtime event.
- Recommendations for County on how to comprehensively and effectively mitigate the risk of a downtime event.

SUBTASK 8.3 – PROVIDE INTERFACE MANAGEMENT PLAN

Contractor shall incorporate the interface management approach into a comprehensive Interface Management Plan. The Interface Management Plan will be used by County to document the plan for integrating the new System with all existing internal and external

applications. The Interface Management Plan shall, at a minimum, address the following areas:

- The approach to developing and managing internal and external interfaces.
- Technical tools that will be used for data transformation, transport and error recovery.
- Tasks, deliverables and resources necessary to complete interface development and implementation.
- Description of how the System (development and test) will work with the external interfaces.
- References to applicable sections in the relevant design documents that describe how the System will be synchronized with the specific internal and external interfaces.
- References to applicable sections in the detailed design that describe the mappings between existing internal and external application data to System Data.
- Descriptions of the process for managing changes to the interfaces, both in the production and non-production environments
- Interface(s) needed for maintaining data synchronization between an interim production solution and the final production implementation.

SUBTASK 8.4 – PROVIDE REQUIREMENTS MANAGEMENT PLAN

Contractor shall incorporate the requirements management approach into a comprehensive Requirements Management Plan. The Requirements Management Plan will be used by the Project to assure that requirements are met. The Requirements Management Plan shall, at a minimum, address the following areas:

- Establishment of a baseline for existing requirements.
- Management of versions of requirements.
- Establish and maintain the County’s requirements traceability matrix that will be used for requirements management and will map where in the software a given requirement is implemented.
- A requirements change control process.
- A methodology for managing requirements in an iterative development lifecycle.
- A description of the relationship between the requirements management role and the other roles (e.g. test management, quality assurance management) on the project.
- Publishing of standard reports related to requirements management.

SUBTASK 8.5 – PRE-PRODUCTION RELEASE

When functionality is ready to be delivered to County for User Acceptance Testing (“UAT”), it shall be delivered in the form of a Pre-Production Release. Since County will perform UAT and approve all releases into production, a Pre-Production release is equivalent to a Production Release and requires from Contractor the same rigor as associated with a Production Release. Following successful completion of UAT and County approval, County will schedule a release to be moved to the Production Environment. Each Pre-Production Release shall at a minimum include the following:

- Release-specific Hardware and Software Solution components.

- An updated Data Conversion Release document.
- Release Description including Architecture and Design updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code and any software and hardware configuration changes.
- Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release.
- Test Plan and test execution results.
- Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance.
- Database documentation conforming to industry standards.
- Detailed configuration information for any third party hardware and software.

Contractor shall provide updated documentation when system upgrades to software or any Contractor supplied equipment occurs during the term of the Agreement.

SUBTASK 8.6 – REQUIREMENTS TRACEABILITY

Contractor shall deliver to County a Requirements Traceability Matrix for all delivered functionality, showing all testing activities tracing to delivered functionality and all delivered functionality tracing to System Requirements in the System Requirements repository.

SUBTASK 8.7 – INTERFACE VALIDATION

Contractor shall validate that each interface to an external system is working correctly. Contractor shall repair all interface-related problems caused by Contractor developed or provided interfaces.

SUBTASK 8.8 – RELEASE PREPARATION

Contractor shall assist County with testing and release preparation in the Pre-Production Environment.

SUBTASK 8.9 – PRODUCTION RELEASE AND GO-LIVE

Upon successful completion of the Pre-Production testing, Contractor shall, in coordination with County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist County in successfully releasing and maintaining the System in the Production Environment. Such plan shall include, but not be limited to, the following components:

- Updated Configuration Information required satisfying County’s production configuration management requirements.
- Updated System Architecture.
- Updated Detailed Design, including detailed system, technical and user documentation.
- An updated Data Conversion Release document.
- Deployment schedule.

Contractor shall release the applicable Iteration System components into Production Environment in accordance with the agreed upon Production Release Plan. System

“Go-Live” shall be achieved upon release of the last Iteration System components into Production Environment and County approval.

TASK 9 – RISK MANAGEMENT

Contractor shall develop a Risk Management Plan to describe the approach it will use to ensure that risks/issues are reported, tracked and resolved, which shall, at a minimum, the practices and procedures that will be followed for reporting, tracking and resolving problems or issues identified in software development, System transition and System maintenance.

TASK 10 – QUALITY MANAGEMENT

Contractor shall develop a Quality Management Plan to describe the approach it will use to ensure the quality of the work as it pertains, at a minimum, to the following items:

- County’s management of the requirements. This includes the identification of inconsistencies between the System Requirements and the Project’s plans and work products.
- County’s requirements traceability matrix that will be used for requirements management and will map where in the software a given requirement is realized or implemented.
- County’s configuration management activities that include, at a minimum baseline control and monitoring the software library. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made.
- The quality of work products developed and delivered by any of Contractor’s subcontractors/partners, if applicable.

TASK 11 – PRODUCTION SUPPORT AND TRANSITION

SUBTASK 11.1 – PROVIDE SOFTWARE TRANSITION PLAN

Contractor shall provide a comprehensive Production Support and Transition Plan (Software Transition Plan) that shall comply with IEEE 12207.2, Section 5.3.3 – System Architectural Design, which will describe how Contractor intends to support the System and transition that support over to the responsible County entities.

SUBTASK 11.2 – SYSTEM UPGRADES

Contractor shall, at no additional cost to County, provide, at a minimum, routine System upgrades and fixes to the Application Software, including Application Modifications, and upgrades and fixes to Licensed Software together with any field/technical services bulletins periodically as they become available, within 24 hours from their availability to Contractor by licensors, subcontractors, manufacturers and other third parties.

SUBTASK 11.3 – SUPPORT STAFF CONTACT

Contractor shall provide County with a list of personnel, contact information and their area of expertise for persons who shall be performing System production support.

SUBTASK 11.4 – PLANNED MAINTENANCE

With concurrence from County, the routine planned maintenance activities shall be scheduled with minimal disruption of the 18-hour operational window. Contractor shall provide to County for approval a copy of the schedule at least 30 days in advance of the scheduled maintenance date.

SUBTASK 11.5 – FILE PURGE

Contractor shall develop an automated process for purging production System files when necessary. The criteria for purging files must be configurable by County based on the status of the file and the date the status change occurred, for example, files in a “closed” status for more than five (5) years.

SUBTASK 11.6 – MAINTENANCE ACTIVITY REPORT

Upon completion of any maintenance call, Contractor shall furnish a maintenance activity report to County within 24 hours, which shall include, at minimum, the following:

- Date and time notified.
- Date and time of arrival.
- If hardware, type and serial number(s) of machine(s).
- If software, the module or component name of the affected software code.
- Time spent for repair.
- List of parts replaced and/or actions taken.
- Description of malfunction or defect.

SUBTASK 11.7 – SYSTEM OPERATION MANUAL

Contractor shall produce a System Operation Manual, which shall include System Administration procedures.

SUBTASK 11.8 – SYSTEM SUPPORT

Contractor will work with County’s technical and program staff to fix problems, optimize the System and implement changes to the System. This will include making changes, testing changes and providing documentation for changes and test results.

SUBTASK 11.9 – SYSTEM ACCEPTANCE EVENT

There shall be one System Acceptance event for the System which shall be “Final Acceptance” under the Agreement. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Support (“M&S”) under the Agreement.

SUBTASK 11.10 – SYSTEM ACCEPTANCE

System Acceptance shall be achieved when all Deficiencies discovered during 100 days following Go-Live are resolved as provided in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

SUBTASK 11.11 – SYSTEM ACCEPTANCE DOCUMENT

Once all System Acceptance criteria have been met, Contractor shall provide to County for approval, a System Acceptance document that shall include a final Requirements Traceability Matrix identifying all System Requirements allocated to current, In-Production System components. Sign-off of this document by County will constitute Final Acceptance and trigger the beginning of Maintenance and Operations for provision of System Maintenance.

SUBTASK 11.12 – M&S PLAN

Upon System Acceptance, the System will enter the M&S phase of the Agreement. Contractor shall provide a plan for M&S (“M&S Plan”), which shall address the following areas:

- Support Model
- Triage Procedures
- Tools
- Identification of Roles and Responsibilities of support personnel
- Release Management
- Upgrades
- Maintenance
- On-going Operations
- Deliverables
- System Security
- Defect/Issue management

SUBTASK 11.13 – PROJECT CLOSE-OUT

Upon Final Acceptance, Contractor shall close-out the System Implementation phase of the Project by conducting the following activities:

- Finalizing Project Library – The Vertiba Team will work closely with County’s Project Manager during this task to ensure that key Project documents are organized, available and easy to identify.
- Completing Final Project Status Report – As a concluding step, the Vertiba Team will develop a final project status report. The Vertiba Team also will document in the final Status Report key risks, mitigations and contingencies for the upcoming System Maintenance phases.

4. DELIVERABLES AND ACCEPTANCE CRITERIA

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
1	1	Hosting Environment Provisioning	Contractor shall set up the System Hosting environment, including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.	The County will attend demonstration of environments and software and provide written signoff of delivery.
2	2.1	Project Management Plan	Contractor shall develop a Project Management Plan and submit it to County for approval. The PMP shall conform to IEEE/ISO/IEC 16326-2009 Systems and Software Engineering--Life Cycle Processes--Project Management. The scope of the PMP shall incorporate the following component processes: Project Schedule, Staff Management, Communications Management, Scope Change Management, Requirements Traceability Management and Configuration Management. Contractor shall update the PMP as needed to reflect significant changes in the Project. Some portions of the PMP may require a standalone plan.	County will review and signoff that the PMP is complete and provides the information required to effectively manage the engagement.
3	2.2	Project Management Documents	Contractor shall provide Project management documents (i) using Microsoft 2010 or later software products for County's executive reporting and administration purposes and (ii) Contractor's ProjectForce tool for management of Project requirements, tasks, deliverables, sprints/Iterations, risks and issues.	County will review and signoff that the Project management documents are complete and provide the information required to effectively manage the Project.
4	7.6	Resource Plan	Contractor shall identify the number of staff necessary for Maintenance and Support ("M&S") of the Solution as well as the skill sets necessary.	County will provide written signoff that the Resource Plan provides sufficient resource planning detail to identify team members who need to engage in the Project.
5	9	Risk Management Plan	Contractor shall develop a Risk Management Plan to describe the approach it will use to ensure that risks/issues are reported, tracked and resolved, which shall, at a minimum, the practices and procedures that will be followed for reporting, tracking and resolving problems or issues identified in software development, System transition and System maintenance.	County will review and signoff that the Risk Management Plan is complete and provides sufficient risk management controls to ensure successful delivery of the Project.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
6	8.4	Requirements Management Plan	<p>Contractor shall incorporate the requirements management approach into a comprehensive Requirements Management Plan. The Requirements Management Plan will be used by the Project to assure that requirements are met. The Requirements Management Plan shall, at a minimum, address the following areas:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishment of a baseline for existing requirements. <input type="checkbox"/> Management of versions of requirements. <input type="checkbox"/> Establish and maintain the County’s requirements traceability matrix that will be used for requirements management and will map where in the software a given requirement is implemented. <input type="checkbox"/> A requirements change control process. <input type="checkbox"/> A methodology for managing requirements in an iterative development lifecycle. <input type="checkbox"/> A description of the relationship between the requirements management role and the other roles (e.g. test management, quality assurance management) on the project. <input type="checkbox"/> Publishing of standard reports related to requirements management. 	County will provide signoff that the Requirements Management Plan will enable the consultant to effectively discover, document and track requirements through Project lifecycle.
7	3.3	Design and Development Plan	Contractor shall incorporate the design and development approach into a comprehensive Design and Development Plan which shall comply with IEEE 12207.2, Section 5.3.3 – System Architectural Design.	County will review deliverable and provide written signoff that the Deliverable meets client expectations.
8	3.16	Detailed Requirements	<p>Contractor shall provide County with the following:</p> <ol style="list-style-type: none"> 1. A list of System Requirements from which Application Modifications to the System will be specified. 2. A Requirements Traceability Matrix that describes how and where each requirement is realized in the System 	County will review Deliverable and provide written signoff that the documented requirements meet client expectations.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
9	8.3	Interface Management Plan	<p>Contractor shall incorporate the interface management approach into a comprehensive Interface Management Plan. The Interface Management Plan will be used by County to document the plan for integrating the new System with all existing internal and external applications. The Interface Management Plan shall, at a minimum, address the following areas:</p> <ul style="list-style-type: none"> □ The approach to developing and managing internal and external interfaces. □ Technical tools that will be used for data transformation, transport and error recovery. □ Tasks, deliverables and resources necessary to complete interface development and implementation. □ Description of how the System (development and test) will work with the external interfaces. □ References to applicable sections in the relevant design documents that describe how the System will be synchronized with the specific internal and external interfaces. □ References to applicable sections in the detailed design that describe the mappings between existing internal and external application data to System Data. □ Descriptions of the process for managing changes to the interfaces, both in the production and non-production environments □ Interface(s) needed for maintaining data synchronization between an interim production solution and the final production implementation. 	<p>County will review Deliverable and provide written signoff that the documented Interface Management Plan is comprehensive and meets client expectations.</p>
10	4.1	Security Plan	<p>Contractor shall provide a System Security Plan that describes the security approach for the System. In addition, because of the expected interactivity with other entities (e.g., Courts, etc.), a comprehensive plan must explain how the System shall comply and coordinate when necessary with the security constraints of other entities. The System Security Plan shall address, at a minimum, the following areas:</p> <ul style="list-style-type: none"> □ General Information about System Environment, Interconnections/Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System 	<p>County will review Deliverable and provide written signoff that the documented Security Plan meets client expectations.</p>

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
			<p>Description</p> <ul style="list-style-type: none"> □ Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase □ Operational Controls pertaining to Personnel Security, Physical and Environmental Protection, Input/Output Controls, Contingency Plans, Maintenance, Integrity, Documentation, Training, Incident Response □ Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails 	
11	5.1	Data Conversion Plan	<p>Contractor shall provide a comprehensive Data Conversion Plan that will describe how Contractor will manage the process of converting (as required) data from the legacy applications for use in the System. The Data Conversion Plan shall address, at a minimum:</p> <ul style="list-style-type: none"> □ A description of all data sources and data targets. □ A description of field mappings, tools, data validation and cleansing methods/algorithms, and any other software programs that will be used or will need to be written to support data conversion. □ A description of how converted data will be validated to be correct before use. □ A description of the approach to converting legacy data to required formats. □ A description of how data anomalies and errors will be handled. □ A schedule of deliverables and resources needed to complete the conversion effort. □ How converted data will be delivered as required to support each phase of the System delivered to the pre-production and production environments. □ Description of how the data reconciliation process will work. 	<p>County will review Deliverable and provide written signoff that the documented Data Conversion Plan meets County's expectations.</p>
12	6.3	Problem Resolution Management Plan	<p>Contractor shall develop a comprehensive Problem Resolution Management Plan that describes the approach to be taken in managing all problems discovered during any testing phase and in production.</p>	<p>County will review Deliverable and provide written signoff that the documented Problem Resolution Management Plan meets County's expectations.</p>

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
13	2.3	Weekly Progress Reporting	<p>Contractor shall advise County of progress in meeting goals and schedules contained in the work plans including the PMP. This shall be initiated one (1) week after the Effective Date of the Agreement and applied weekly thereafter and shall consist of the following:</p> <ul style="list-style-type: none"> ○ Progress of each task/activity. ○ Updated Project Schedule. ○ Action items and decisions from the previous meeting. ○ Problems encountered, proposed resolutions and projected completion dates for problem resolution. ○ Planned activities for the next two (2) reporting periods. ○ Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule. ○ Other information as reasonably required by County or Contractor. 	No acceptance is required.
14	3.8	Documented Requirements	Contractor shall document all business requirements collected during business process workshop into Contractor's ProjectForce tool. Each requirement will include business need, category, priority and scope/Project phase. The categories will include: configuration, workflow, reporting, code, process, training and integration requirements.	County accepts this as the complete set of requirements that will be used as the basis for designing and testing the System. County should confirm scope and prioritize this list. (Formal email signoff)
15	3.13	Solution Design	PowerPoint document describing all of the high-level System components and business processes required to implement County's requirements including object model, to-be user processes, automation techniques, integrations, data management, third party partners and any other system design considerations. For integrations, this will also include a high level description of the integration model.	County accepts the Solution Design Document. (Formal email signoff)
16	3.17	Application Software Iteration 1	For Iteration 1, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 1 have been delivered.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
17	3.17	Application Software Iteration 2	For Iteration 2, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 2 have been delivered.
18	1	Hosting Environment Provisioning (Year 2)	Contractor shall set up the System Hosting environment, including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.	
19	3.17	Application Software Iteration 3	For Iteration 3, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 3 have been delivered.
20	7.2	Training Course Outline	Contractor shall provide to County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training.	County will review Deliverable and provide written signoff that the documented Training Course Outline meets County's expectations.
21	6.1	Test Plan	<p>Contractor shall provide a comprehensive Test Plan which shall comply with the PD's testing practices and IEEE Std. 829-1998 Standard for Software Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases and test reports. Detailed Test Plans shall be created for each of the following:</p> <ul style="list-style-type: none"> • Unit Testing • Functional Testing • Integration Testing • System Testing • Security Testing • Regression Testing • Stress/Load Testing 	County will review Deliverable and provide written signoff that the documented Test Plan meets County's expectations.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
			<ul style="list-style-type: none"> • Performance Testing • Acceptance/Usability Testing 	
22	3.17	Application Software Iteration 4	For Iteration 4, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 4 have been delivered.
23	7.3	Training Package Submission	Contractor shall submit all training packages to County for review and acceptance at least ten (10) calendar days prior to the scheduled training.	County will review Deliverable and provide written signoff that the documented Training Package meets County's expectations.
24	7.7	Support Staff Training	<p>Contractor shall develop and provide training for County's System Technical Support Staff to include, at a minimum, the following types of staff (number to be identified by Contractor):</p> <ul style="list-style-type: none"> • County technical staff that will be supporting the System. • County Help Desk staff that will assist internal end users with technical support for the System. <p>The training shall include, at a minimum, the following topics:</p> <ul style="list-style-type: none"> • System Interfaces. • Database design and maintenance. A Data Dictionary must be provided. • System procedures. • Report generation. • System administration and maintenance. • The setup, configuration and administration of all computing environments developed by Contractor. 	County provides written signoff that the System's technical support staff have completed training.
25	3.17	Application Software Iteration 5	For Iteration 5, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 5 have been delivered.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
26	7.4	Training Manuals	Contractor shall provide training manuals for all classroom training conducted.	County will review Deliverable and provide written signoff that the Training Manuals meet County's expectations.
27	7.5	Training Materials	Contractor shall provide all training materials developed for the System to County. Those materials shall become the property of County and may be modified and duplicated as needed by County.	County will review Deliverable and provide written signoff that the Training Materials meet County's expectations.
28	8.6	Requirements Traceability	Contractor shall deliver to County a Requirements Traceability Matrix for all delivered functionality, showing all testing activities tracing to delivered functionality and all delivered functionality tracing to System Requirements in the System Requirements repository.	Once all System Acceptance criteria have been met, Contractor shall provide to County for approval, a System Acceptance document that shall include a final Requirements Traceability Matrix identifying all System Requirements allocated to current, In Production System components. Sign-off of this document by County will constitute Final Acceptance and trigger the beginning of Maintenance and Operations for provision of System Maintenance.
29	8.9	Production Release Plan	<p>Upon successful completion of the Pre-Production testing, Contractor shall, in coordination with County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist County in successfully releasing and maintaining the System in the Production Environment. Such plan shall include, but not be limited to, the following components:</p> <ul style="list-style-type: none"> • Updated Configuration Information required satisfying County's production configuration management requirements. • Updated System Architecture. • Updated Detailed Design, including detailed system, technical and user documentation. • An updated Data Conversion Release document. • Deployment schedule. 	County will signoff that the Production Release Plan provides sufficient detail for successful production rollout.
30	10	Quality Management	Contractor shall develop a Quality Management Plan to describe the	County will signoff that the Quality

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
		Plan	<p>approach it will use to ensure the quality of the work as it pertains, at a minimum, to the following items:</p> <ul style="list-style-type: none"> • County’s management of the requirements. This includes the identification of inconsistencies between the System Requirements and the Project’s plans and work products. • County’s requirements traceability matrix that will be used for requirements management and will map where in the software a given requirement is realized or implemented. • County’s configuration management activities that include, at a minimum baseline control and monitoring the software library. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made. • The quality of work products developed and delivered by any of Contractor’s subcontractors/partners, if applicable. 	Management Plan provides sufficient controls to ensure delivery of quality Solution.
31	3.17	Application Software Iteration 6	For Iteration 6, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.	County will signoff that all System Requirements identified for Iteration 6 have been delivered.
32	11.9	System Acceptance Event	There shall be one System Acceptance event for the System which shall be “Final Acceptance” under the Agreement. This System Acceptance event will mark the end of successful Production and Support and the beginning of M&S under the Agreement.	System Acceptance shall be achieved when all Deficiencies discovered during 100 days following Go Live are resolved as provided in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
33	7.1	Knowledge Transfer and Training Plan	<p>Contractor shall develop (in cooperation with County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users and technical personnel to a familiar level of understanding with how the new System will work and how it differs from the system being replaced. The plan shall address and ensure the following:</p> <ul style="list-style-type: none"> • Training will be provided as early as possible in the Project to allow the training goals to be implemented throughout the Project life cycle. • Contractor shall provide the resources necessary to complete the training effort along with the tools and documentation that will be necessary to support the Project effort. • Contractor will create specific courses and provide course materials and conduct courses for both technical personnel and end users. • Contractor will provide a Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new System, including operation of the testing tools, supporting infrastructure and security. • Contractor will provide a report about the progress of training activities. • Contractor shall provide training to County for performing change configuration and release management. • Contractor shall provide training to County for performing application maintenance, development and testing immediately after Acceptance of the System without Contractor's intervention. 	County will review Deliverable and provide written signoff that the documented Knowledge Transfer and Training Plan meets County's expectations.
34	11.7	System Operation Manual	Contractor shall produce a System Operation Manual, which shall include System Administration procedures.	County will review and signoff that the System Operation Manual provides County administrators with the information required to effectively support the Application Software on an ongoing basis.
35	11.1	Software Transition Plan	Contractor shall provide a comprehensive Production Support and Transition Plan (Software Transition Plan) that shall comply with IEEE 12207.2, Section 5.3.3 – System Architectural Design, which will describe how Contractor intends to support the System and transition that support over to the responsible County entities.	County will review and signoff that the Software Transition Plan is complete and provides the information required to effectively manage the transition to production support mode.

DEL NO.	TASK NO.	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA
36	8.9	Production Deployment	Application Software is complete and migrated to the Production Environment. System “Go-Live” shall be achieved upon release of the last Iteration System components into Production Environment and County approval.	County accepts that the Production Deployment maintains the functionality as represented in the documented System Requirements. (Formal email signoff.)
37	11.13	Project Close-out	<p>Upon Final Acceptance, Contractor shall close out the System Implementation phase of the Project by conducting the following activities:</p> <ul style="list-style-type: none"> Finalizing Project Library – The Vertiba Team will work closely with County’s Project Manager during this task to ensure that key Project documents are organized, available and easy to identify. Completing Final Project Status Report – As a concluding step, the Vertiba Team will develop a final project status report. The Vertiba Team also will document in the final Status Report key risks, mitigations and contingencies for the upcoming System Maintenance phases. 	County will participate in Project closeout meeting and signoff that the engagement is completed and has met all the requirements and deliverables.
38	1	Hosting Environment Provisioning (Year 3)	Contractor shall set up the System Hosting environment, including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.	
39	1	Hosting Environment Provisioning (Year 4)	Contractor shall set up the System Hosting environment, including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.	
40	1	Hosting Environment Provisioning (Year 5)	Contractor shall set up the System Hosting environment, including sandboxes and production environment, and will provide all licensed Software under the Agreement. Contractor shall coordinate demonstration of environments and software provisioning.	

5. OUT OF SCOPE TASKS

The following tasks and requirements specified in this Section 6, although related to, are out of scope of this Project.

- APPELLATE CASE FILE TRACKING SYSTEM – Build and data migration for database and application
- WOMEN’S RE-ENTRY PROGRAM – Build and data migration for database and application
- PROP 64 – Build and data migration for database and application

6. SYSTEM MAINTENANCE

Contractor shall provide System Maintenance for the term of the Agreement in accordance with the provisions of Exhibit D (Service Level Agreement) including all Schedules thereto.

7. OPTIONAL WORK

County’s Project Manager may direct Contractor to provide Optional Work relating to the Solution using Pool Dollars, including additional software licenses, additional training, consulting services and/or other goods or professional services requested by County.

Upon request by County during the term of the Agreement for Optional Work not already included in the Implementation Fees, Contractor shall submit to County for approval a proposed Work Order for such Optional Work, including a not-to exceed Maximum Fixed Price calculated using the Fixed Hourly Rate, which shall also include any and all travel-related expenses, if applicable. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Priced, if applicable, for such Optional Work.

Contractor shall provide Optional Work upon execution of a Change Notice for an agreed upon Work Order for such Optional Work. Following County’s Acceptance of Optional Work provided pursuant to an agreed upon Work Order, Contractor, at no cost to County, shall support the Solution with Optional Work in production with no Deficiencies, as determined in the sole judgment of County’s Project Manager, for a period agreed to in the Work Order following such production. County will pay Contractor for the completed Optional Work upon Acceptance of such Optional Work.

8. TRANSITION SERVICES

Upon expiration or termination of the Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever replacement solution County determines to be in its best interest. Transition Services to be performed by Contractor are intended to ensure a smooth transition from Contractor-provided Solution back to County or another vendor. Contractor shall make reasonable provisions for inspection and observation of work procedures of Contractor personnel during the transition period.

In the event of termination of the Work hereunder, requests by County made within 30 days after the effective date of termination or expiration of the Agreement, Contractor shall make available to County for export or download all data included in the Solution or residing in the System Hosting environment, including but not limited to all County data, Application Modifications, application configurations, data structures, integrations and customizations (whether by County or Contractor).

Once the export has been completed, an email will be sent to County containing a link that will allow County to download a .zip file that contains multiple .csv (spreadsheets) files, each representing County’s Salesforce objects. County data on disk is flagged within the database and

set to inactive status or what can be referred to as a “soft delete”. This data is no longer available or accessible to the application but is backed up in the full database backup process. The data remains in this state for 180 days; this is done in the event that County may elect to resume services or needs the data for a legal reason. After 180 days, the data is marked for deletion (“hard delete”) and will be deleted after 30 more days. Once this “hard delete” is executed the County data will be physically deleted and non-recoverable from the database. Following the purge, the data will remain on backup for an additional 90 days prior to being overwritten and unrecoverable.

Contractor also provides tools that support the migration of configurations and customizations to different environments, such as local code repositories. These tools can be used to export County’s configurations and customizations in the event of the Agreement termination or expiration.

In addition, Contractor shall return to County, as requested, all County reports, documents, data files and other County Materials as defined in Paragraph 16 (Proprietary Considerations) of the Base Agreement, generated for or provided by County under the Agreement.

ATTACHMENT A.1
SYSTEM REQUIREMENTS
FOR
CLIENT CASE MANAGEMENT SYSTEM

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ATTACHMENT A.1 - SYSTEM REQUIREMENTS

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1. INTRODUCTION

This document, generated from a model, attempts to describe the new Case Management System (CMS) as envisioned by the Los Angeles County Public Defender's Office (PD). The document is intended for organizations that expect to submit proposals in response to the Request for Proposal (RFP). The document includes the following features:

- A context diagram showing the expected dependencies and interactions with external systems.
- A description of the PD's current applications and environment.
- A description of some of the features expected in the system.
- A description of the functional and technical requirements of the system.
- A set of use cases that put the requirements in context.
- A glossary of terms used in the document.

2. ARCHITECTURE VISION

This section describes the features and components of the new CMS as envisioned by the Los Angeles County Public Defender's Office.

2.1 FEATURES

The following features of the envisioned CMS merit special attention.

Remote Access

Los Angeles County Public Defenders work on the go. The information they need about cases they defend is required most urgently when they are in court, working from home or on the move. Because of this need, the LA County Public Defender's Office has a strong desire to make case information available remotely on mobile platforms such as the Apple iPad or Android tablet. Remote access is critical to the success of the CMS.

Workload Distribution

Legal cases are not created equally. Some cases can be disposed of within minutes or hours, others require months or even years to be defended properly. Determining the workload on an individual attorney, or support staff cannot be measured simply in terms of the number of cases assigned. Many factors must be considered. LA County Public Defender expects the new CMS to help a great deal with this workload distribution. This requires the ability to capture and report on the right information in a timely manner in order to distribute workload effectively.

System Interaction

The Public Defender's current legacy systems use what can best be described as a "case centric" approach to user interactions. That is to say that navigation within the system is much more easily accommodated when a case number is known to the user. The new CMS must add to this case centric nature a "people centric" approach so that navigation within the system can be accommodated as easily when a case number is not readily available or when the name of a person related to the case is more readily available.

Document Storage

The CMS must interface with numerous external information systems including those owned by LA County and those external to the County. Two of the principal systems with which the CMS must interface and render information are the Public Defender's Enterprise Content Management System (ECMS), called PDRS, and the Document and Evidence Tracking System, PDARTS (see the Applications View). The Public Defender has been digitizing case files using PDRS for the past six years. PDARTS is used to track physical evidence and physical documents that have been stored in an archival facility and to manage document scanning processes.

PDRS is implemented on Open Text's ECMS (originally Global360's FYI product). PDARTS is a Visual Basic program. The Public Defender expects full ECMS capability within the Contractor's proposed solution. Furthermore, the Public Defender expects the Contractor to assist in the conversion of digitized image files currently stored in PDRS. This will eliminate the Public Defender's dependency on the Open Text (FYI) ECMS. In a future project, the Public Defender will acquire a physical inventory management system to replace the functionality of PDARTS. Until that system is in place, the Contractor's proposed solution must interface with PDARTS for retrieving information regarding archived files and other physical evidence.

2.2 APPLICATIONS

The following applications view depicts the envisioned CMS in context with other County and State systems.

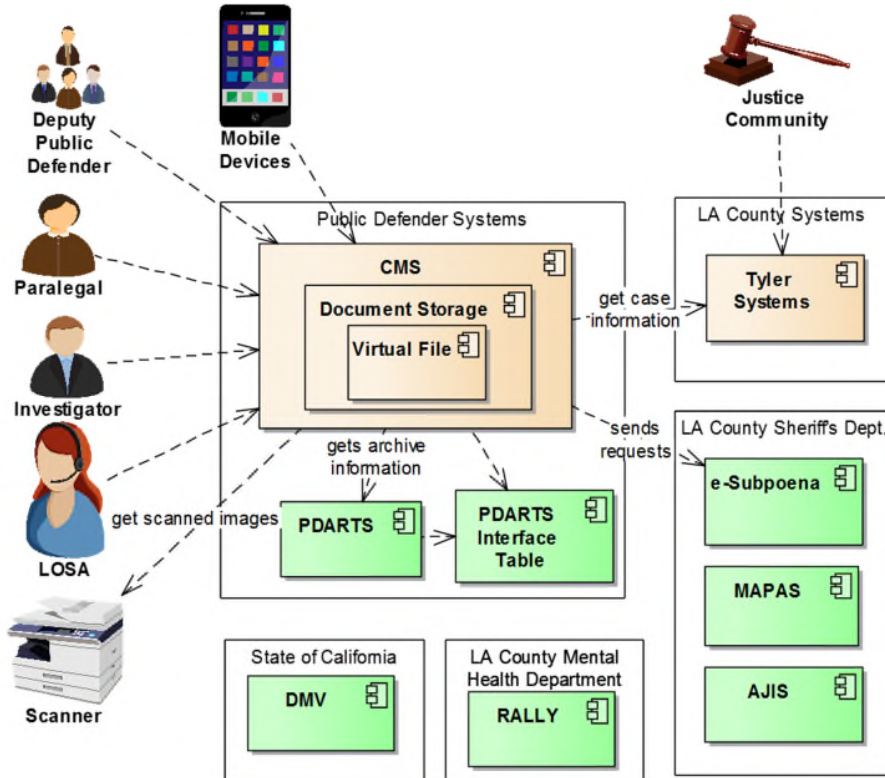


Figure 1: Architecture Vision

Envisioned CMS interacts with various County and state information systems. Relationships show dependencies, not data flow.

CMS

This component represents the Public Defender’s new Case Management System.

Document Storage

This component represents the document storage component. The Public Defender envisions an Electronic Content Management System (ECMS) to store digital images of case documents.

Virtual File

The concept of a virtual case file where case documents are stored electronically in an ECMS.

Tyler Systems

This component represents the Court’s new case management system from Tyler Systems. Cases are fed to the Public Defender from the Court systems.

3. CURRENT ARCHITECTURE

The following sections identify the applications and infrastructure currently used by PD for case management. The current architecture is presented here to provide qualified bidders the context necessary to identify the impact of their proposed solution on the Los Angeles County Public Defender.

3.1 APPLICATIONS

Los Angeles County Public Defender Application View.

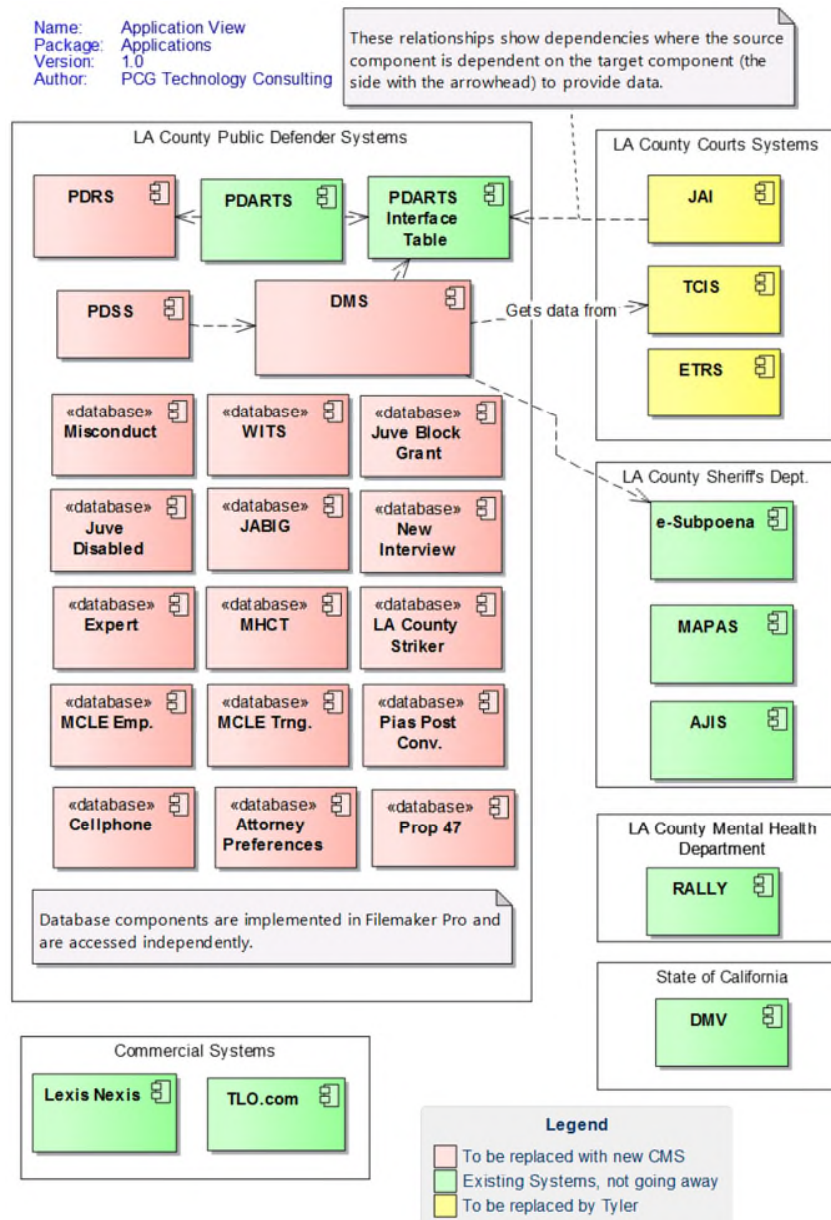


Figure 2: Application View

This diagram represents the applications currently accessed by the Los Angeles County Public Defender's office in performing their duties. Components without links to other components are accessed independently by the PD users.

AJIS System

Automated Justice Information System. Tracks booking information for inmates at the County jail.

Attorney Preferences

Tracks attorney preferences for reassignment or relocation etc.

Cellphone

Tracks cell phones used throughout the office.

DMS

Current case tracking system, includes witness tracking, investigation request tracking. Deployed on UNIX, uses Adabas database. Written in Natural.

DMV

Department of Motor Vehicles

e-Subpoena

Sends message to LA County law enforcement agencies through PIX interface to request subpoena of law enforcement officers.

ETRS

Expanded Traffic Record System

Expert

Tracks experts used by the PD.

JABIG

Tracks clients related to the juvenile block grant of clients and cases that fall within the purview of the block grant.

JAI

Juvenile Automated Index. Deployed on IBM Mainframe. This is the first portion of the court systems to be replaced by Tyler. Feeds PD related case information to PDARTS Interface Table.

Juve Block Grant

Tracks expenses related to the juvenile block grant of clients and cases that fall within the purview of the block grant.

Juve Disabled

Juveniles that have been classified as disabled.

LA County Striker

Tracks defendants who have Three Strikes against them.

Lexis Nexis

Referenced by investigators.

MAPAS

Sheriff's Department System. Used by PD to create electronic subpoenas. Deployed on UNIX platform.

MCLE Emp.

California State Bar requires all attorneys earn credits via MCLE. This database tracks students that earn those credits.

MCLE Trng.

California state Bar requires all attorneys earn credits via MCLE. This database tracks the trainers that provide MCLE training.

MHCT

Mental Health Case Tracking

Misconduct

Tracks police misconduct reports for determining trends.

New Interview

Tracks interviews conducted by the PD.

PDARTS

Public Defender Archive Record Tracking System. Keeps track of where the physical file and physical evidence are at any point in time. PDARTS provides the user interface into PDRS. Produces the documents required by the scanning vendor for scanning case files. Receives scanned images from scanning vendor. PDARTS generates and maintains unique identifiers to group files stored in PDRS. Currently receives and tracks probation reports from Probation Department. Future enhancements to the system may include receiving various reports from multiple justice agencies. Implemented in Visual Basic.

PDARTS Interface Table

Holds case information (such as case number, client name, filing date, DOB, assigned attorney, etc.) from DMS for all cases (not just Public Defender cases) and from JAI (for Public Defender only cases) to be passed to PDARTS when new cases are added or updated from DMS.

PDRS

PD system to retrieve electronic content. Retrieves images of scanned files stored on a SAN. Uses OpenText FYI. To be replaced by CMS. From PDRS, user may request that physical files be located using PDARTS. Relies on PDARTS to provide the unique identifier to group related files.

PDSS

Public Defender Statistics System. New system for tracking adult case statistics. Generates management, workload and caseload reports. Generates monthly statistics for attorneys to verify caseload. Comprised of SQLServer staging tables and Crystal reports.

Pias Post Conv.

Tracks defendants that are under review due to changes in 3 strikes law.

Prop 47

Cases eligible for Proposition 47 judicial relief.

RALLY

Tracks Mental Health case information.

TCIS

Trial Court Information System. Current system used by the courts. Deployed on Mainframe. Being replaced by Tyler. Tracks:

- Adult Criminal Matters
- Court Information

- Scheduling of trials
- Docket of court activity
- Court Clerk Notes

TLO.com

By Trans Union. Referenced by investigators.

WITS

Tracks Case Witnesses

3.2 INFRASTRUCTURE

The Los Angeles County Public Defender Infrastructure View

Name: Infrastructure View
Package: Infrastructure
Version: 1.0
Author: PCG Technology Consulting

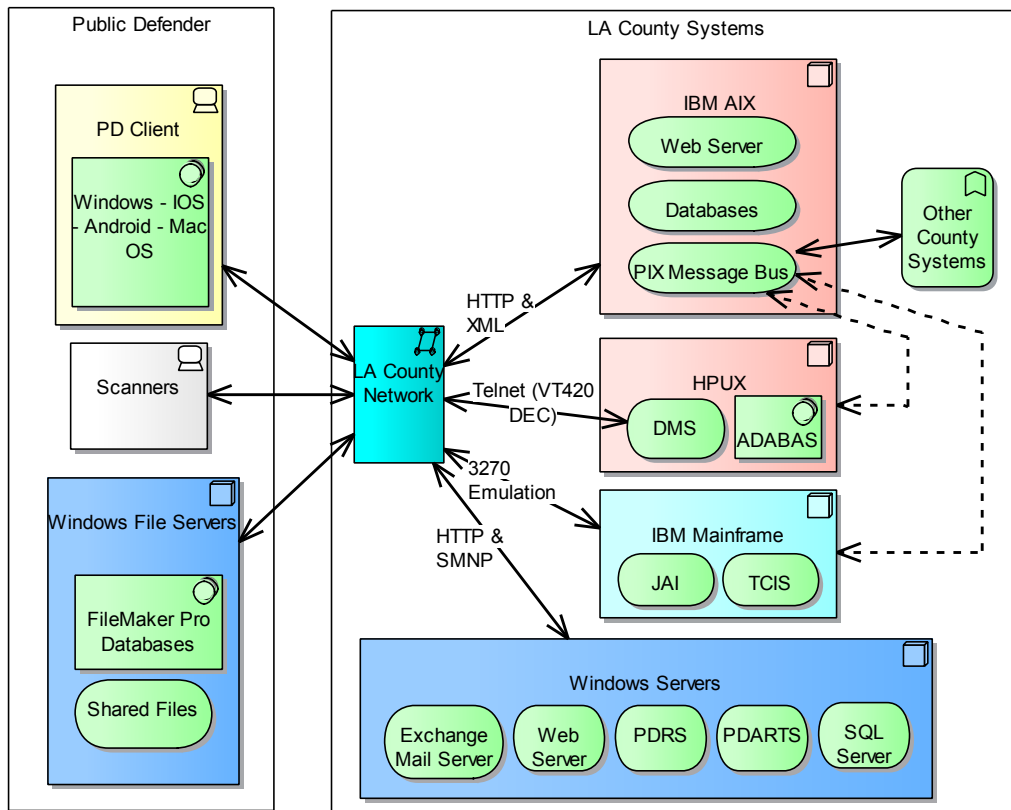


Figure 3: Infrastructure View

The Los Angeles County Public Defender relies heavily on the infrastructure provided by Los Angeles County. Many different client platforms are used by the PD. Several FileMaker Pro databases are maintained by the PD. Integration with other county agencies and with external agencies is accomplished through the PIX Message Bus.

Public Defender Systems

PD Client

Can be any of:

- Windows based client
- Apple iOS
- Android
- Mac OS

Scanners

Scanners are used throughout the PD to scan documents associated with a case.

Windows File Servers

Several Windows file servers are maintained by the PD.

Shared Files

Case related information is shared via common shared file directories.

FileMaker Pro Databases

Several custom databases are maintained by PD in FileMaker Pro. These are expected to be replaced by the new CMS.

LA County Systems

IBM AIX

IBM AIX is the standard OS for UNIX-like functionality.

Web Server

Apache and IBM WebSphere Portal Server

Databases

Oracle 12g and IBM DB2 are both available.

PIX Message Bus

Infrastructure Integration using Infor Cloverleaf Integration Service Bus. This is the standard mechanism for system integration between justice agencies in Los Angeles County.

HPUX

Houses DMS, the legacy adult case management system ported from IBM Mainframe platform. DMS is implemented on ADABAS/Natural.

DMS

Defense Management System, the legacy adult case management system.

ADABAS

DMS Data is stored in ADABAS.

Windows Servers

Windows servers are maintained for applications that require them.

SQL Server

Microsoft SQL Server databases are maintained for applications that require them.

Web Server

Microsoft Internet Information Services (IIS)

Exchange Mail Server

MS Exchange is the standard mail system. The County uses Office 365.

PDRS

Document Storage Management

PDARTS

Physical Document and Evidence Management

Other County Systems

Integration with several LA county systems is via the PIX message bus.

4. FUNCTIONAL REQUIREMENTS

The specific features and functions that the selected solution must provide, and are included in this agreement, including the areas of document capture, indexing, routing, approval, library services (check-in/check-out, version control), electronic signatures, and security controls including digital signatures for document integrity, encryption for confidentiality and capability to prove non-repudiation.

Organization

The functional requirements for the PD CMS are organized in the following fashion:

Packages

Functional Requirements are organized in a model by functional area. Each functional area is represented by a “package” with a name and a description that identifies the functional area. The requirements for each functional area are contained within that area’s package. Each packages maintains an associated diagram illustrating the contents (requirements) of the package. When rendered in report form, each of these packages takes the form of a section in the report. The description of the package is rendered first, followed by the package’s associated diagram and then by a textual description of each of the requirements in that package.

Name: Organization
Package: Functional Requirements
Version: 1.0
Author: Joe Williams

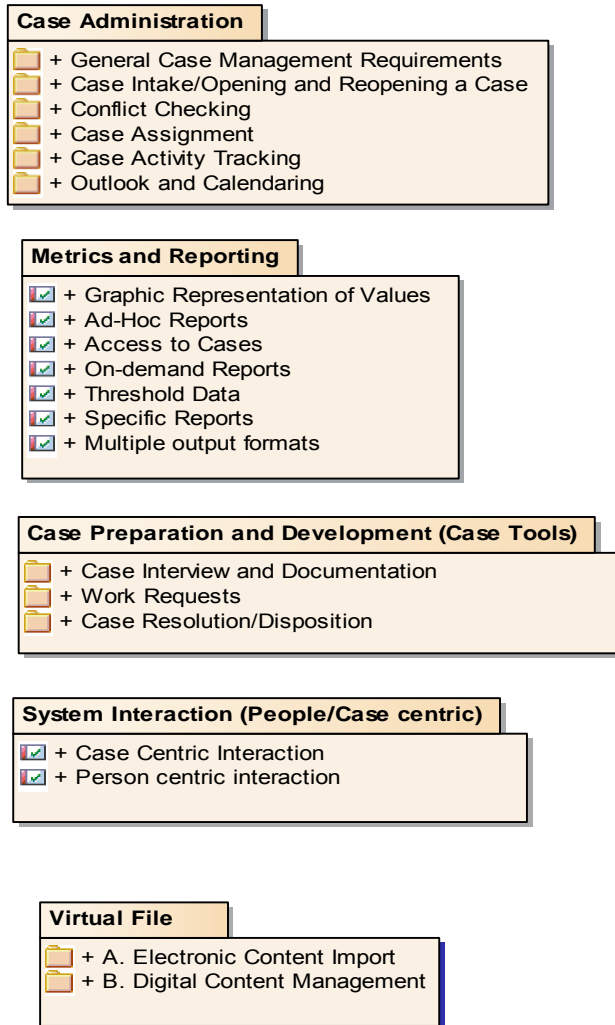


Figure 4: Organization

The functional requirements for the PD CMS are organized by functional area into these packages. The name of the package represents the types of requirements contained therein.

4.1 BUSINESS OBJECTS

The key business objects referenced by the requirements and their relationships.

The CMS must provide the ability to organize documents and other case related artifacts. We use the term “folder” here to describe a container capable of managing case documents. The use of this term should not be construed as limiting the CMS to any platform or construct.

Case documents must be placed in an appropriate folder structure based on the case type. This section identifies the structure of folders necessary to maintain this organization.

This section includes series of diagrams that depict the concept of the case folder, the structure of the case folder and the variation in case folders to accommodate different case types.

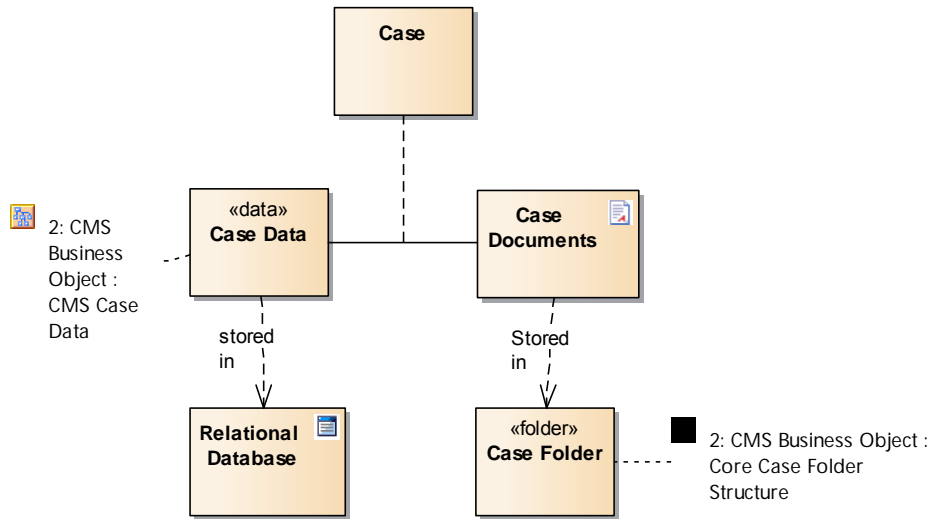


Figure 5: CMS Core Business Object

The core business object at the PD is the case. A case is comprised of Case Data and Case Documents. Case Data must be stored in a relational database. Case documents must be stored in file folders.

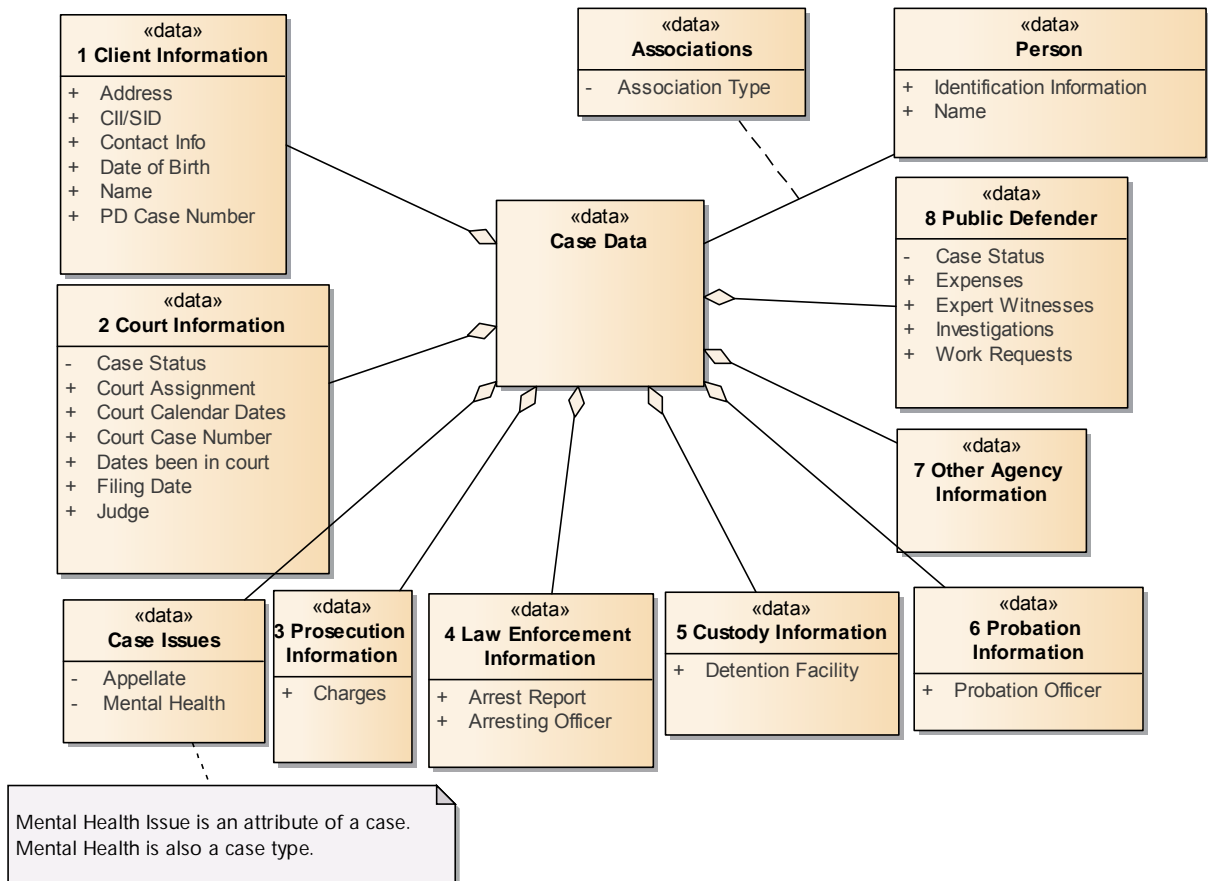


Figure 6: CMS Case Data

This diagram illustrates the various data elements that comprise a case. The relationship depicted here is an “aggregation” relationship. This should be read as a case is an aggregation of Client Information, Court Information, Prosecution

Information, Law Enforcement Information, Custody Information, Probation Information, Other Data and Public Defender Data.

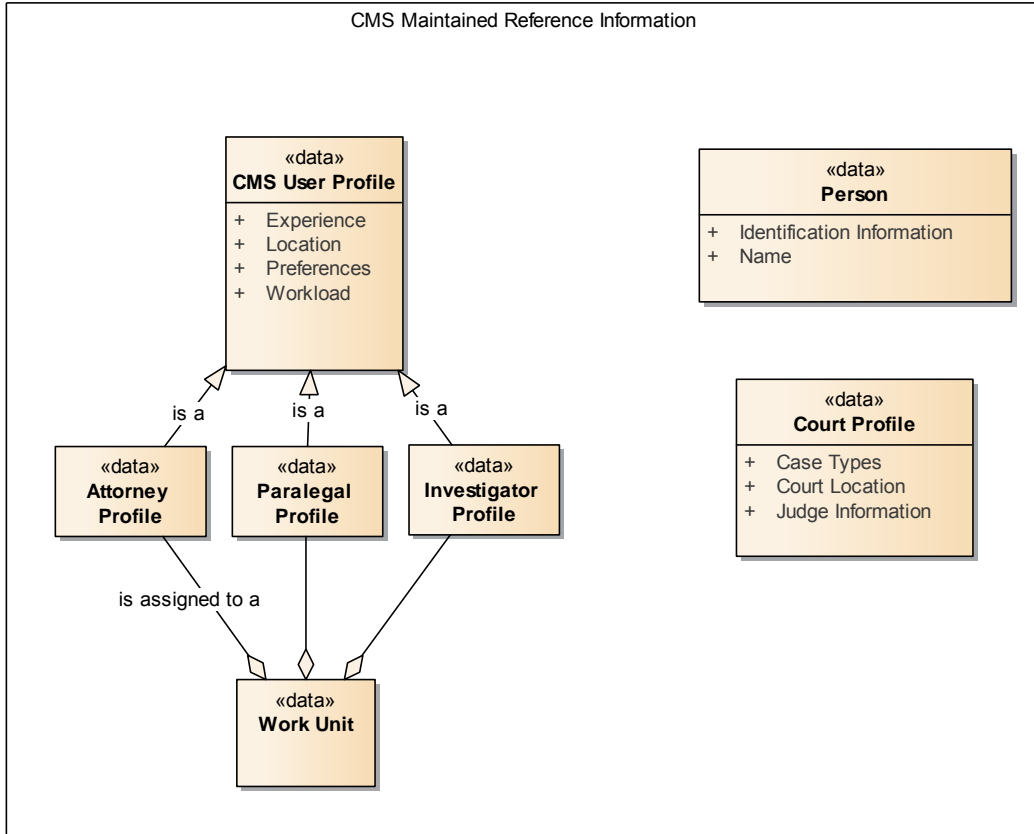


Figure 7: CMS Reference Data

Various reference information needed by the CMS.

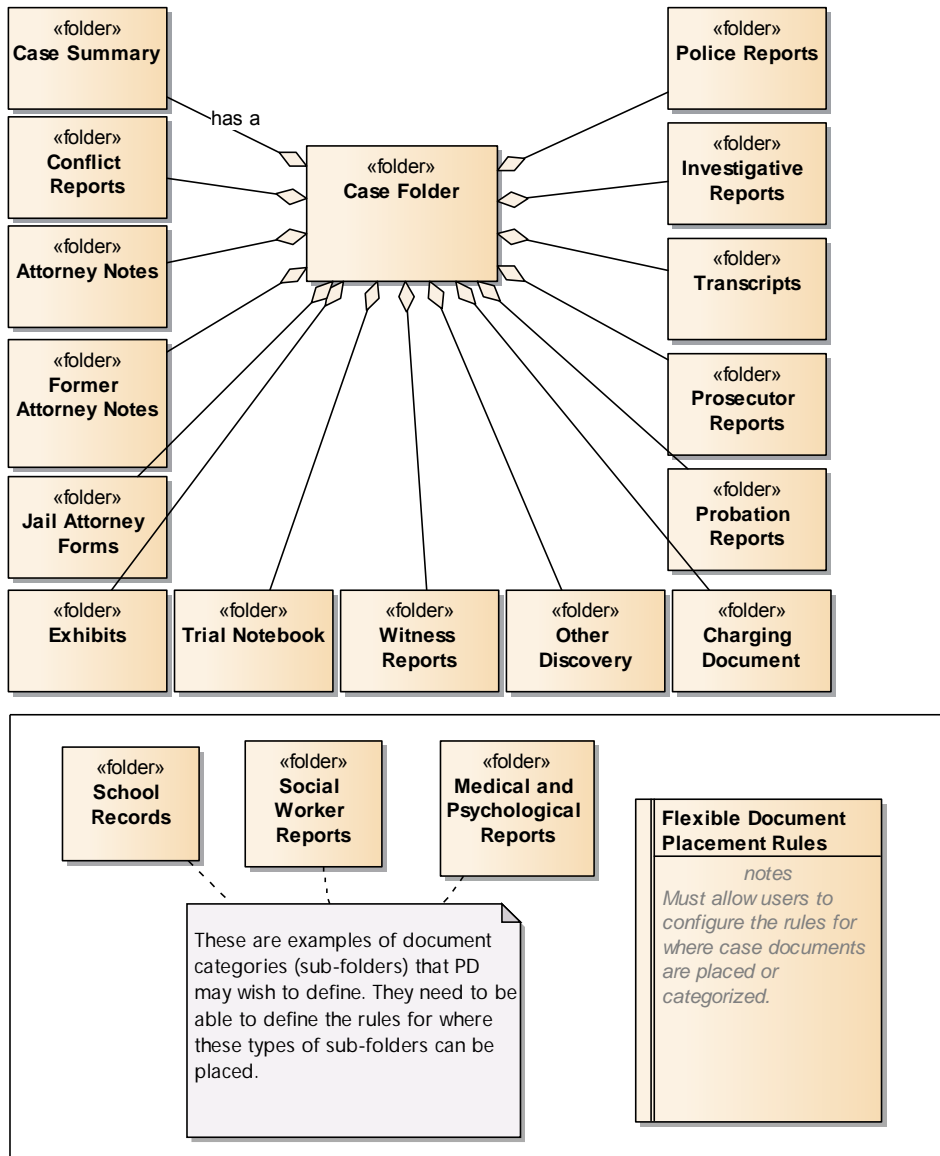


Figure 8: Core Case Folder Structure

This diagram illustrates the structure of the core Case Folder. All case types must maintain the attributes and relationships identified in this diagram. Each of the variations of the Case Folder, Adult Felony, Misdemeanor, and Juvenile, the fields associated with the case folder base element are inherited by the specific folder types.

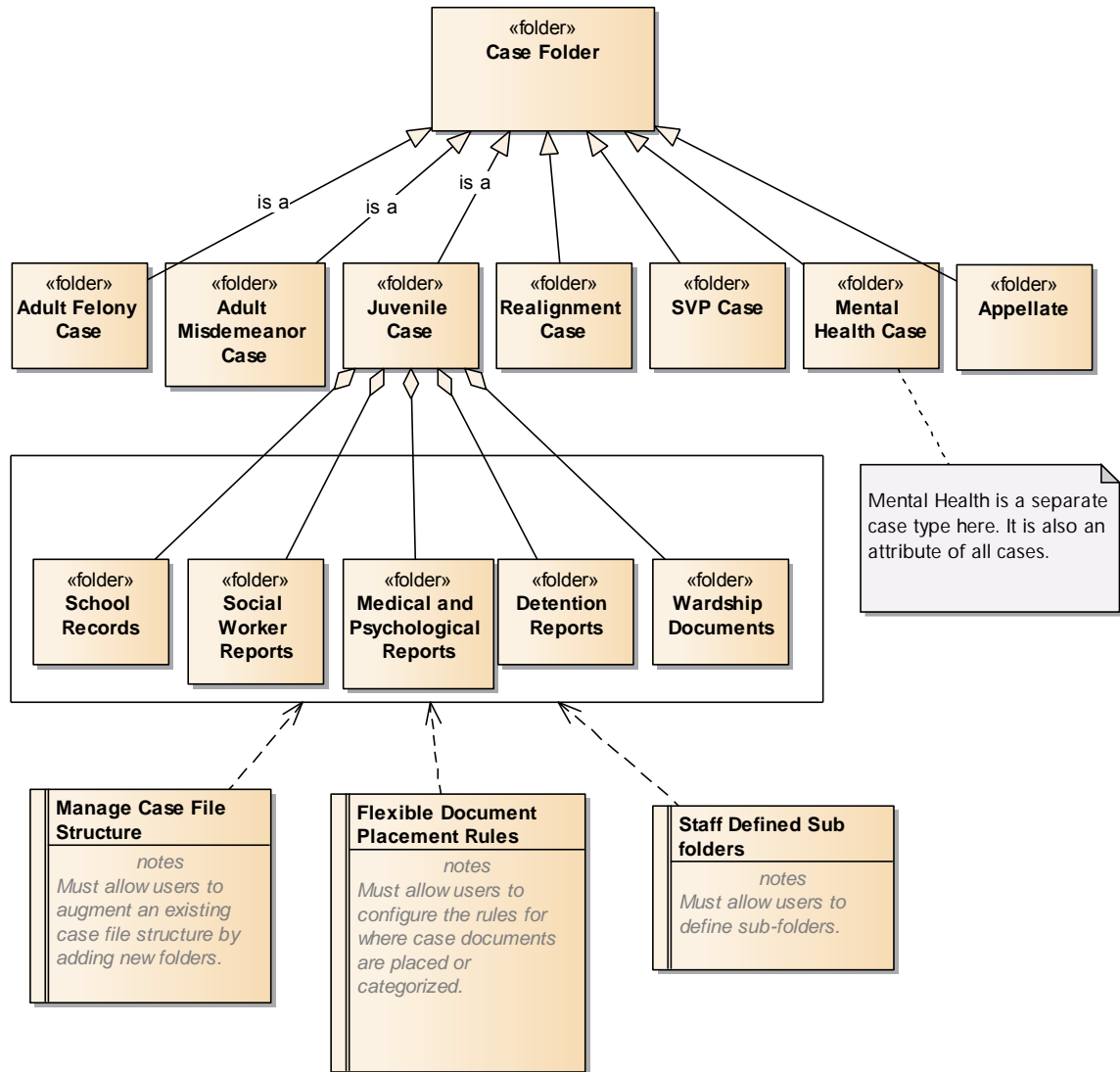


Figure 9: Case Folder Structures by Case Type

This diagram represents the case folder structures necessary for each of the different case types. Each of these case types “inherits” a set of core fields from the parent case folder structure. Each case type is distinguished from the others by information unique to that case type that must be stored in CMS. In this diagram, Juvenile cases are distinguished by assigning school records, social workers etc.

4.2 CASE ADMINISTRATION

GENERAL CASE MANAGEMENT REQUIREMENTS

The fundamental capabilities of the CMS.

LACPD225F Manage Case File Structure

Must allow users to augment an existing case file structure by adding new folders.

Response:

- The solution will provide an automated mechanism to creating a folder structure based on the case type. Additional folders can be created by authorized users of that case folder structure. This feature will be provided by the Document Management System (DMS). Case data will also be migrated so cases documents will be associated with their respective cases.
- Assumptions: Up to 4 different case type folders are included in the work estimates.

Number of Case Folder Structures: 4

LACPD186F External Document Sources

Must be able to populate the case folder structure using information from DMS, PDARTS and the LA County Justice Community Systems.

Response:

- Contractor will work in conjunction with NetDocument to import historical data from existing content management system into Salesforce and Digital Content Management System. Three data loads will be conducted, a sample data load (less than 3% of the documents), a test data load of the existing documents and data, and the production data load.
- Assumptions: “3 data loads will be conducted, a test data load (less than 3% of documents and data, a test data load and a production data load. The County is responsible for providing an export of all documents and a file that include all metadata attributes associated with the document, case folders, the case identifier, in a .csv format. All data quality checking, testing, and analysis is excluded from the scope of the data migration effort. A case file will also be imported into the system which includes the 8 million historical case records. Case files will be separated into 8 files of 1 million records each. Up to 40 objects, excluding individuals associated with the case will be included in the data upload. Contractor and Digital Content Management System partner will migrate up to 4.4 Million pdf’s from the source system into Digital Content Management System.
- Client will inspect test load and will identify any data load problems. Contractor will resolve problems and perform the load into production environment. If additional data loads are required, additional time/expense will be required.
- A unique record identifier for each record and straightforward method for determining record ownership will be provided in the CSV file
- All data to be loaded is supported by the application’s existing data types.
- Contractor will create templates for each case type. Identify required fields for each object and any ordering dependencies. Contractor will load a single record to validate the data mapping is correct before loading the remainder of the records. Contractor will validate the data and re-load as needed. The county will then be responsible for providing data in the agreed upon template format.
- Contractor will work together with County personnel to cleanse, deduplicate and standardize the data within Salesforce using DemandTools. This collaborative effort will be thorough so that County personnel will be knowledgeable enough in this process to continue managing it on their own through production, with Contractor team members available as mentors. At this stage, the exported data file column names will be renamed to match Salesforce field names, using the defined data mapping process, which is described in section 1.3.11: Data Mapping and File Review.

Number of Data Imports: 3

LACPD207F Case Type List

Must provide a list of case types that can be maintained by the system administrator.

Response:

- The proposed solution will have a list of case types that will be made available to the users by user persona and use case. This list is determined by the types of cases configured in the system and access is controlled by security functions. The System Administrator role would maintain both the existence of different case types and the availability of those to the user community by persona.
- Assumptions: Up to 12 case types will be configured as part of this project.

Number of Case Type Lists: 12

LACPD208F Flexible Document Placement Rules

Must allow users to configure the rules for where case documents are placed or categorized.

Response:

- Digital Content Management System will configure the business rules for how documents are categorized. When the user scans in the document they will identify the case and the document type which will determine the document location within the case folder structure.
- Assumptions: Digital Content Management System will configure rules for document placement in the document management system. No more than 12 rules will be configured by Contractor, and the County will be responsible for additional document placement rules.

Number of Document Placement Rules: 12

LACPD097F Compare data from other sources

Must compare case data against data from the court system (for cases in progress) and the Archival System (for closed cases) to determine and correct inconsistencies. Must generate an exception report to show inconsistent data.

Response:

- A data comparison page for case attributes will be accessible from the case. If the exact values from the case management system and the external data source do not match exactly, then the report (a Visualforce page) will highlight the differences. Users will be able to document resolution of the discrepancies in the case comments and notes explaining how the discrepancies were resolved.
- Assumptions: All attributes compared against case data will be retained on the case object. If additional comparisons on related objects are required additional development may be required. All case attributes that will be compared will be stored within Salesforce and are already included in the integrations defined in the statement of work. No adjustments to the case attributes will be returned back to the source system unless specified in the integrations to those systems. This feature will only highlight the differences and provide a mechanism for tracking notes about the differences and whether they were resolved.

Number of Visualforce Pages: 1

LACPD098F Audited Corrections

Should allow incorrect data to be corrected with an audit trail of the updated data record. Audit trail should include, but not be limited to, date and time change is made, and who made the change.

Response:

- Salesforce has field audit tracking for up to 20 fields per object. Field changes show the previous value, the update value, the date and time the change was made and the user who initiated the change. If additional attributes need to be tracked then a custom trigger will need to be developed per object. Contractor assumed up to 6 triggers will be developed to support audit trail tracking.
- Assumptions: An extensible audit trail will be created for up to 6 custom objects that track an extensible set of attributes beyond prior value, post update value, date / time and user.

Number of APEX Classes: 6

LACPD099F Broad Search

Must allow for a broad search (e.g. the first three to four letters of a name) that should include but not be limited to name, case number, date of birth, new status, open charge, charge location and branch, and/or integrate with a third-party system such as County SSA Names Software or other software.

Response:

- Contractor will develop a custom search of cases and people associated with cases. Attributes included in the search will be case number, name, email address, and up to 9 additional search fields.
- Assumptions: Integration with other systems such as County SSA Names or other systems is excluded

from the scope of the project since a detailed definition of those integrations is unavailable at this time. During the analysis phase of the project if additional detail can be provided, then an estimate of the work required will be provided.

Number of Visualforce pages: 1

LACPD100F Phonetic Search

Must search for names with a phonetic style of searches that is equal to or greater than Soundex to retrieve similar spellings of names and/or integrate with a third party system such as County SSA Names Software or other software.

Response:

- Included in the search page, an option will be provided that will allow for Soundex or Phonetic search of names for text fields only.
- Assumptions: Integration with other systems such as County SSA Names or other systems are excluded from the scope of the project since a detailed definition of those integrations is unavailable at this time. During the analysis phase of the project if additional detail can be provided, then an estimate of the work required will be provided.

Number of Apex Helper Classes: 1

LACPD101F Select from Search Results

For hits on cases in progress in CMS or closed cases in the Archival System, must allow the user to select the name or case number for more detailed information.

Response:

- All links to record names and ID's in Salesforce can be hyperlinked to direct the user to the case details.
- Assumptions: Assumption: All cases that need to be referenced are available on the platform. An Archive strategy will not be required.

LACPD102F Multi-Document View

Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.

Response:

- Different cases can be viewed on different tabs within the same browser effectively enabling different cases and documents to be opened up simultaneously, then using Windows or Mac tab switching to access different documents.
- Included in the solution

LACPD112F User Characteristics

Characteristics of individual attorneys and staff allow the CMS to make case and task assignments based on, for example, an individual's expertise, overall assignment and location.

Must allow users to specify profiles for the various CMS users such as:

- Attorneys (e.g. misdemeanors; felonies; in training; appellate cases; complex cases – e.g. sex crimes; juvenile cases; or any other categories that are useful in doing case assignment; courts assigned to)
- Investigators
- Paralegals
- Legal Office Specialist Assistants (LOSAs)
- Other support staff

Response:

- Contractor will capture the skills and case types for which each user is eligible. When a triggering case or task event is created, the system will conduct a periodic batch evaluation of the resources available for that case and tasks and will make the corresponding assignment.
- Assumptions: Public Defenders office will identify the tasks and logic for assignments. Not more than 5 attributes will be evaluated and the evaluation process will be conducted on a batch basis. Real-time will be accommodated if it doesn't violate the platform governor limits nor take additional effort from a batch evaluation of the assignment criteria.

Number of Visualforce pages: 1

LACPD103F Case switching

Must allow users to switch from one case or case document to another.

Response:

- Different cases and document can be open in different tabs allowing the user to switch between records and documents.
- Assumptions:

Included in base functionality of the platform

LACPD130F Court Profiles

Must allow users to specify characteristics of each court (e.g. name, location, number of courtrooms, types of cases, accessibility features).

Response:

- The Court object will be customized to capture the required attributes to effectively use the court record within the context of case management.
- A court profile maintenance screen will be configured to allow updates of users or court characteristics. Contractor recommends this be confined to administrative users using standard configuration screens.
- Assumptions: Court and Location and user maintenance will be achieved using standard Salesforce page layouts.

Number of Objects: 2

LACPD105F Save search

Must save each search criteria.

Response:

- A search and search results tracking can be implemented, but is typically not best practice because of the amount of space consumed tracking the results. If this is a required feature, Contractor's recommendation is to purge the search criteria and results after a short a time as possible. A purge routing will also be included in the save search feature.
- Assumptions: One APEX classes will be developed, one to capture the search criteria in one field and the list of search results by Case or Person Identifier in the second field. A batch purge routing will also be configured into the application.
- TODO: Update response and assumptions to 1 APEX Class

Number of APEX Classes: 1

LACPD113F Profile Maintenance

Must allow users to update, revise or inactivate user or court characteristics at any time.

Response:

- A court profile maintenance screen will be configured to allow updates of users or court characteristics. Contractor recommends this be confined to administrative users using standard configuration screens.
- Assumptions:
- Court, Location and user maintenance will be achieved using standard Salesforce page layouts.

Number of Objects: 2

LACPD090F Staff Defined Sub-folders

Must allow users to define sub-folders.

Response:

- Digital Content Management System provides the ability to define subfolders within the case folder structure.
- Assumptions:
- Included in Platform

LACPD124F Workflows

Must provide flexibility of a workflow tool to control processes such as case tasks, work requests, conflict checking, etc.

Response:

- Standard Salesforce allows for tasks, activities and events to be created against any object. Customization is required to automatically create or assign tasks. Conflict checking will required custom development
- Assumptions:
- Included in the Platform

LACPD125F Workflow Override

Must allow users to over-ride case-specific process steps if required (e.g. an investigation that is usually only done in felony cases is required in a complex misdemeanor case). Managers can override any case, attorneys and other users can override their own cases.

Response:

- Contractor will provide an action that will prompt the user to select actions for a case type that is not the classified case type. This will trigger generation of tasks that for the new case type in addition to the initial case type. Users will be able to trigger all actions for another case type or be able to trigger individual tasks which can be manually or automatically assigned.

Number of Visualforce Pages: 1

LACPD129F Word Templates

Must provide standard forms in Word template format that can be retrieved and reused (including: case-specific data, motions, standard motions, request for experts, investigation requests, witness-based forms, jail attorney forms, discovery forms, jury instructions, communication to experts to do specific things, requests for other justice partners such as the Sheriff or Coroner).

Response:

- A library of standard forms will be made available either within Salesforce or within the document management system, depending on the detailed requirements identified during the design phase of the project. This library of documents will be Word-Based and provided by the county. A users will select a button from the case record that will pre-populate the documents. A user will simply make a copy of the document from the repository. When a new version of the document is uploaded it will be available for all users.

- Assumptions: Up to 15 documents will be created that are pre-populated with case data including up to 4 related tables. Depending on complexity, configuring a document will take between 8-24 hours depending on the complexity of the configuration required.

Number of Templates Uploaded: 60

LACPD132F Multiple Windows

Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.

Response:

- Salesforce uses browser tabs and windows to switch from one document to another.
- Assumptions:
- No configuration or customization will be required.

LACPD136F Alerts

Must provide alerts for any event defined by the system administrator. For example:

- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators
- Seven days before a report on a case is due
- Overdue reports

CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.

Response:

- Alerts will be configured based on case type and will send notifications to configured case team members.
- Assumptions: Up to 12 alerts will be generated including:
- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly Status Report Generation sent to Capital Case Coordinators
- Seven Days before a report on a case is due
- Overdue Reports
- CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.
- Alerts will be configured using declarative email notification functionality and will be sent to users and contacts who already have an association with the case. Any custom coding of alerts will be out of scope of the proposal.

Number of Alerts: 12

LACPD143F Notes

Must allow users to record notes at any time throughout the life of the case. Notes must automatically have date, time and creator attached. Users may have the option of designing a category of note, creating note templates and/or

sharing notes with other users.

Response:

- Users will be able to record notes on the cases with up to 4 page layouts. Notes will capture the date/time created, the user who created them, and any categories configured into the system.
- Assumptions: All note configuration will use declarative not custom coding functionality.

Number of Note Record Types: 4

LACPD220F Other Administer Cases

Must allow users to administer cases not their own, including modifying calendars.

Response:

- Users will be able to administer cases if they are granted access to the case. Permissions will be granted as either Read-Only or Editing permissions. Users can also be granted access to other users calendars based on individual calendar sharing permissions.
- Assumptions: Custom Apex sharing rules will be configured that will allow members of the case team to view / edit the case.

Number of APEX Sharing Rule: 1

CASE INTAKE/OPENING AND REOPENING A CASE

The system must be able to open new cases and re-open old cases that have been closed. This section contains the specific requirements for opening and reopening cases.

LACPD115F Case Types

Must suggest the case type for cases that are electronically received. Must allow user to override and/or supplement the suggested case type. Should maintain an audit log of any such overrides. Cases with multiple types must be counted only once in overall filing statistics.

Response:

- The case management system will automatically assign case types based on the attributes of the received case. A primary case type will be assigned with secondary case types available as well. In reporting, cases will be counted only once base on the primary case type.
- Assumptions: Up to 12 case types will be categorized with up to 3 logic criteria per case type.

Number of APEX Classes: 1

LACPD179F Reopen deactivated case

Must provide the ability to re-open a case that has been deactivated. Must use the original case number. Must retrieve all data and documents.

Response:

- Cases are only logically de-activated, not archive or deleted from the system. A case can be re-activated simply by updating the status of the case. All previous notes, documents and related records maintain their relationship to the original case.
- Assumptions:
- Included in the standard functionality of the application

LACPD199F Create Case

Must create a new case in CMS and assign it a unique case number.

Response:

- Salesforce has the ability to create an autonumbered case field that will uniquely identify each case with a

non-duplicatable identifier.

- Assumptions:
- Salesforce Auto-Number field will be able to meet the auto-numbering requirements; no custom code will be required.

CONFLICT CHECKING

The American Bar Association defines an attorney conflict of interest as follows:

“A lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- 1) The representation of one client will be directly adverse to another client; or
- 2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.”

The Conflict Checking Process will provide multiple functions for evaluating the case in the PD Office and determining if a conflict of interest exists, and routing it to the APD Office if assigned there by the court. In the situation where there is not a conflict, but an attorney is unavailable from the department, the case can still be sent to the APD. Information on all of these cases will be maintained by the CMS.

LACPD106F PD Conflict Report

Must have the capability to save conflicts to a “conflict report” with all the relevant detail e.g. case number, name, charges, co-defendant, witness, attorney, conflict reason and system name from where the match was found.

Response:

- Contractor will make a web-service callout to the court system Tyler Odyssey to check for other information related to this case to discover data that will help determine conflicts related to this case. The results from the response will then be compared against results from the case management system to identify conflicts. The results of the conflict request will be stored on the case and identify the match cases, person, names and reasons for the conflict. If a conflict is identified, the results will be stored in a related record where notes can be captured that identify actions taken to resolve the conflict.
- Assumptions: A web service callout will be made to the service bus and query for up to 10 attributes. These attributes will be returned compared against information on the case and a conflict report generated. Attributes include: Case Number, Name, Charges, co-defendent, witness, attorney, conflict reason and system name. The county and their IT department is responsible for developing the business logic to queries in each of the source systems.

Number of Visualforce Pages (with corresponding Web Service Callouts): 2

LACPD107F Add Data to Conflict Report

Must have the ability to add data to the conflict report after subsequent searches.

Response:

- Conflict reports will be a separate child record from the case that will provide the ability to modify attributes of the conflict report and capture notes.
- Assumptions: Conflict report will be a single custom object related to the case with standard salesforce notes and activities to capture activities.

Number of custom Objects: 1

LACPD109F Route Conflict Case to Approving Authority

Must be able to route the case folder to the Head Deputy (or whoever needs to approve the conflict) and the case will appear in the Head Deputy’s Conflict Check Inbox and an alert (by email or CMS message) will be sent to the Head Deputy.

Response:

- An approval process will be created which will, upon approval submission, route the case to the head

deputy (or other authorized user) who will have access to the case information with all corresponding folder for review. If the request submitter will be notified of approval or rejection along with the comments of the outcome.

- Assumptions: A Salesforce Approval Process on a single conflict object will be sufficient to meet the business needs; no custom coding will be required.

Number of Approval Processes: 1

LACPD110F Conflict Acceptance/Rejection

Must allow the Head Deputy or other designated staff person the option of rejecting or accepting the conflict, and routing it back to the practicing attorney to either continue with the case or bring it up in court for appointment of an alternate.

Response:

- Included in Conflict Approval Process

LACPD225F Route case to APD

Must have the ability to route the case folder to the APD Office.

Response:

- Included in the standard functionality of the solution
- Contractor will develop a message file in a JSON format that can be consumed by an APD / Bar Panel Web Service.
- Assumptions:
- If case folder is routed, then access to the folders should also be granted as well.
- Excluded: Consume message file into existing APD System

CASE ASSIGNMENT

The Case Assignment process allows for user profiles and case classification to be used for assigning cases to attorneys. This section contains the requirements necessary for CMS to properly assign cases.

LACPD114F Characteristic-Based Assignments

Must use characteristics for case assignment. Must allow exceptions to characteristic-based assignment.

Response:

- Case assignments will be automatically routed based on case attributes. Authorized users will be able to override case assignment.
- Assumptions: Up to 3 case attributes will be considered in the case assignment rules. Each case attribute can have up to 3 evaluation rules.

Number of APEX Classes: 1

LACPD117F Case Weight

Must assign a weight to each case based upon the characteristics of a case (e.g. misdemeanor, felony, juvenile, mental health, Miranda Line-up, In-office advice, number and type of charges, court location, number of activities and court events required for that case type, etc.).

Response:

- Included in response to LACPD114F

LACPD118F Refreshed Value

Must update case value as assessed by the attorneys in real-time.

Response:

- Included in response to LACPD114F

LACPD120F Attorney Case Assignment

Must use the case value and attorney characteristics to present a list of possible attorneys suited to take the case and allow the Manager in Charge to choose one of the suggested attorneys or overrule the suggestion and make an assignment.

Response:

- Upon evaluation of the case, the Manager in Charge will view a list of prospective matches with a visualization of their current case load; providing the Manager the option to select the recommended attorney or override based on attorney caseload.

Number of Visualforce Pages: 1

LACPD121F Workload Consideration

Must provide the Manager in Charge the option of either including the attorneys' current workload as a factor in what attorneys are presented as possible or allowing the Manager in Charge to see the complete list regardless of workload. (In the latter option the Manager in Charge would be able to select each attorney's name and access an online report of their current caseload including the type of cases, court location, etc.).

Response:

- Included in response to LACPD120F

LACPD123F Route to Assignee

Once the attorney is assigned to the case, the system must generate a workflow and route it to the configured recipient (attorney and/or support staff) and alert that recipient.

Response:

- Salesforce provides an automated notification of case assignment when a case is assigned to a user.
- When a case is assigned to a user, based on the case type a workflow will trigger that will generate all the tasks for the case type and automatically assign based on skills and availability of the available profiles.
- Assumptions:
- All task assignments will be triggered based on standard Salesforce Workflow functionality. No Custom configuration will be required.
- Attorney preferences will be a simple application that will store specific attorney preferences on the user profile as a series of attributes on a single custom object setup as a child to the user record. The county will be responsible for loading historical data into the application. One visualforce page will be developed to enable users to quickly and easily update their preferences.

Number of Assignment Rules: 12

LACPD151F Reassignment

Must allow users to reassign tasks to other individuals or the case to other attorneys. Must allow reassignment of single case or batches of cases.

Response:

- Salesforce provides the ability to re-assign task to other users. Re-assignment can be completed as a one off or batch activity within a single case.
- Assignment: Single page referencing a single object will be required to bulk re-assign tasks.

Number of Visualforce Pages: 1

CASE ACTIVITY TRACKING

The CMS must track every action taken in the CMS, as well as time spent processing a case, as entered by attorneys and staff; case expenses; and physical evidence held in the case.

LACPD195F Track Time Spent on Case

Must allow users to indicate the amount of time spent managing the case.

Response:

- Users will be able to clock in and clock out either using a simple button or users can retro-actively track the time.
- Assumptions: A simple application will be built with two publisher actions (Check In / Check Out) and a time entry publisher action. A single object that is a child of the case and the user will capture all the time tracking entries. For check-out time entries, users will have to select or confirm the check-in record for which the checkout time-stamp is being selecte. The total time for that entry will be calculated and rolled-up to the case record. User Record metrics will be calculated.

Number of Visualforce Pages: 1

LACPD196F Track Case Expenses

Must allow users to track expenditures related to the case.

Examples:

- Expert witnesses
- Witness transport
- Travel

Response:

- Users will be able to track expenditures relating to a case which track the expense date, category, reason, amount, and notes related to the expenditure. Users will be able to upload an image of receipts to justify the expenditure.
- Assumptions: A simple application will be developed with a single object to track expenses that will be a child of the case object. Case Expense totals will be rolled up to the case using a roll-up summary field. Only Salesforce Declarative capabilities will be used; no custom development will be required.

Number of Objects: 1

LACPD197F Manage Registration Fees

Must support and report on the collection of registration fees.

Response:

- A registration fee object will be created that will capture collection of registration fees.
- Assumptions: A simple application will be developed with one object. Money will not be collected. Paralegals will be responsible for entering registration fee data into the system.

Number of Objects: 1

LACPD213F Track Physical Evidence

Must allow tracking of the location of physical evidence, exhibits and material maintained within the PD offices.

Response:

- A custom application will be created that allows tracking of location of these items within the context of the case.
- Assumptions: This simple application will be comprised of a custom tracking object setup as a child to the case object. One publisher action will be created that will be used to create new tracking records. Standard Salesforce page layouts will be used on for making edits and updates related to the case.

Number of objects: 1

LACPD222F Register of CMS Actions

Must allow users to view audit information, e.g., data entered, data deleted, appointments scheduled, documents imported, and include date of activity and name of attorney or staff who made the entry or whether entry was automatic.

Response:

- Audit information will be stored on a child object to the object being audited. During the design phase, a determination will be made whether the standard field tracking features will satisfy business requirements or whether custom auditing will be required. Leveraging the native auditing requirements simplifies the process of tracking field changes. All changes are reportable in standard field history reports associated with the parent object.
- Assumptions: Up to 6 objects will contain a full audit trail.

Number of objects: 6

OUTLOOK AND CALENDARING

The CMS must support the scheduling of cases in the court and appointments for attorneys and staff; must interface with Outlook and support individual attorney schedules; must import the daily court calendar from the court's systems and must alert the attorney/staff person when scheduled events overlap with other events.

LACPD161F Outlook

Must be able to support using Microsoft Outlook for this function.

Response:

- Bi-Directional Outlook integration including Tasks, Contacts and Appointment will be provided through LinkPoint 360.
- Assumptions: Setup and Configure Integration of up to 3 different Outlook profiles. Installation and setup of any configuration on the Exchange / Outlook servers is excluded from the scope of work.

Number of Integration Profiles: 3

LACPD162F Calendaring

Must create, update and delete appointments and tasks and update the users' calendars. Must allow user to manually create, update and delete tasks and appointments to their calendar through CMS.

Response:

- Provided through LinkPoint 360
- Assumptions:
- LinkPoint 360 provides sufficient functionality to meet this requirement.

LACPD223F Calendaring View

Must allow users to view calendars in daily, weekly or monthly mode.

Response:

- Provided through LinkPoint 360. Calendars in Exchange and in Salesforce can be configured to be displayed in Daily, weekly or monthly mode.
- Assumptions:
- No custom development is required and the native Salesforce calendaring system can meet business requirements.

LACPD163F Court Event Information

Must accept court event information from the court system and update CMS users' calendars with that information.

Response:

- Court Event information will be fed into the system through the court system integration and displayed on the CMS owners calendar. When a court event is created in the CMS system and the case hasn't yet been assigned an attorney, then the cases will need to be assigned to a queue that is reviewed by a staff manager who will be responsible for assigning the case to a public defender. When the public defender is assigned, the corresponding events are also assigned to the public defender. If the case isn't assigned, then the event is assigned to a court calendar owner, to prevent a court event from being missed.
- Assumptions: The court events will be displayed on the court owners calendar. The court will push new events, event updates and event deletions through the interface. Up to 3 methods will be called by the TCIS system to create, update and delete case events.

Number of Integrations: 1

LACPD165F Scheduling Conflicts

Must provide a means of addressing or preventing overlapping scheduling.

Response:

- Users will be able to display all calendar events on the same case owners calendar. If an event is scheduled by the court at the same time an event is scheduled on the case owners calendar, a notice should be sent to the attorney informing them of the conflict. If events from multiple time slots are scheduled, the last one to be scheduled will have an "overlapping" attribute flagged. Events with overlapping times will show up on the users data quality report. Conflicts may be acceptable, but the event owner should receive a notification when there is a conflict. Conflict Notification should be a preference that can be set by the user.
- Assumptions: One error message will be configured when the create event method is called when there are duplicate events. A report will also be created and displayed on the user's dashboard that identifies duplicate events for cases they own.

Number of APEX Classes: 1

4.3 METRICS AND REPORTING

The CMS must provide a basic set of reports that can be used by attorneys and managers. This section identifies specific reporting requirements.

Name: Case Weighting
Package: Metrics and Reporting
Version: 1.0
Author: PCG Technology Consulting

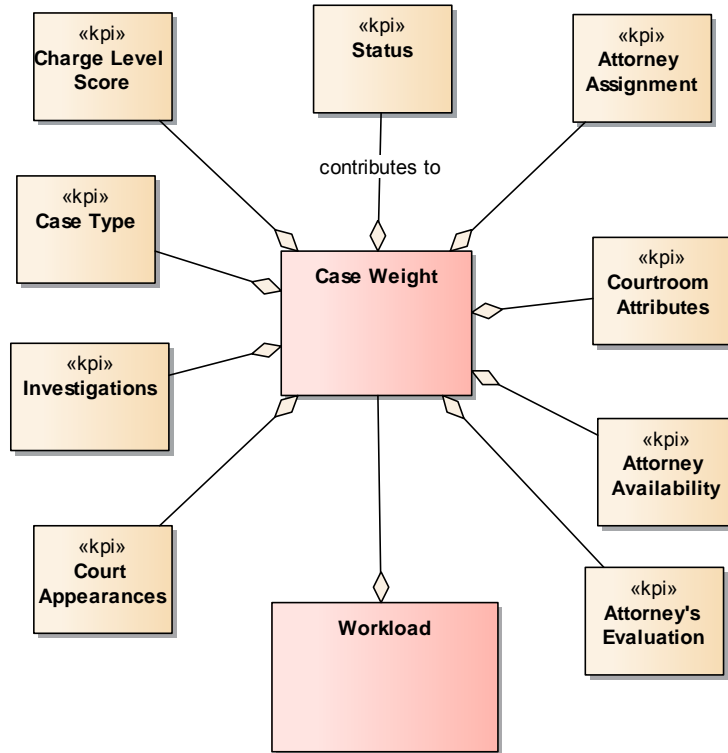


Figure 10: Case Weighting

Case weight is determined from a number of case key performance indicators (KPIs).

LACPD226F Graphic Representation of Values

Must be able to provide graphical representation of values in a report. For example, pie charts for percentages, line or bar charts for volumes or counts.

Response:

- Standard Salesforce feature to display charts associated with a report.
- Assumptions:
- No configuration will be required.

LACPD146F Ad-Hoc Reports

Must provide the ability to generate ad-hoc reports.

Response:

- Standard Salesforce feature
- Assumption:
- No configuration will be required.

LACPD180F Access to Cases

Must provide the ability to access individual case weights and workload reports (including case aging data) on each attorney, each office and the department.

Response:

- A dashboard will be available at an individual, office and department level that will show individual case weights and quantity of cases assigned to the attorney, office and department.
- Assumptions: Dynamic dashboards can be used and the same dashboard and reports will be available for all lawyers, locations and departments. Up to 6 reports will be displayed on each dashboard with up to 20 data elements on each report.

Number of Dynamic Dashboards: 3

LACPD183F On-demand Reports

Must be able to run reports as needed or automatically scheduled.

Response:

- Ad-hoc and automatic reports can be scheduled.
- Assumptions:
- No configuration will be required.

LACPD184F Threshold Data

Should be able to emphasize data that has reached or exceeded a configured threshold.

Response:

- Data can be highlighted that has met static configured thresholds.
- Assumptions:
- Standard report highlighting will be sufficient to meet this requirement. Automated or dynamic threshold calculation will not be included.

LACPD185F Specific Reports

Must include a minimum set of reports as specified in the following diagram. Reports must support both work-in-process and historical information. Dynamic Dashboards will be developed in a different scope line item.

Response:

- Up to 20 reports will be configured based on requirements and best practice that additional, unknown reports may be required.
- Assumptions: Reports will include:
- Attorney Work Load
- Work Unit Work Load Summary
- Work Unit Work Load by Period
- Office Work Load Summary
- Office Work Load by Period
- Case types by Attorney over period
- Case types by work unit over period
- Case types by volume over period for an attorney
- Case types by volume over period for a work unit
- Case Status over period by attorney
- Case Status over period by Work Unit
- Case Aging over period by Attorney
- Case Aging over period by Work Unit
- Case Aging over period for entire Public Defender's Office

- Sum of investigation case weights by investigator by period
- Volume and aging of investigations by investigator by period
- Sum of paralegal work requests weights by paralegal by period
- Volume of aging of paralegal work requests by paralegal by period
- Status of cases that have special designations such as capital case over period

Number of Reports: 20

Name: Reports
 Package: Metrics and Reporting
 Version: 1.0
 Author: PCG Technology Consulting

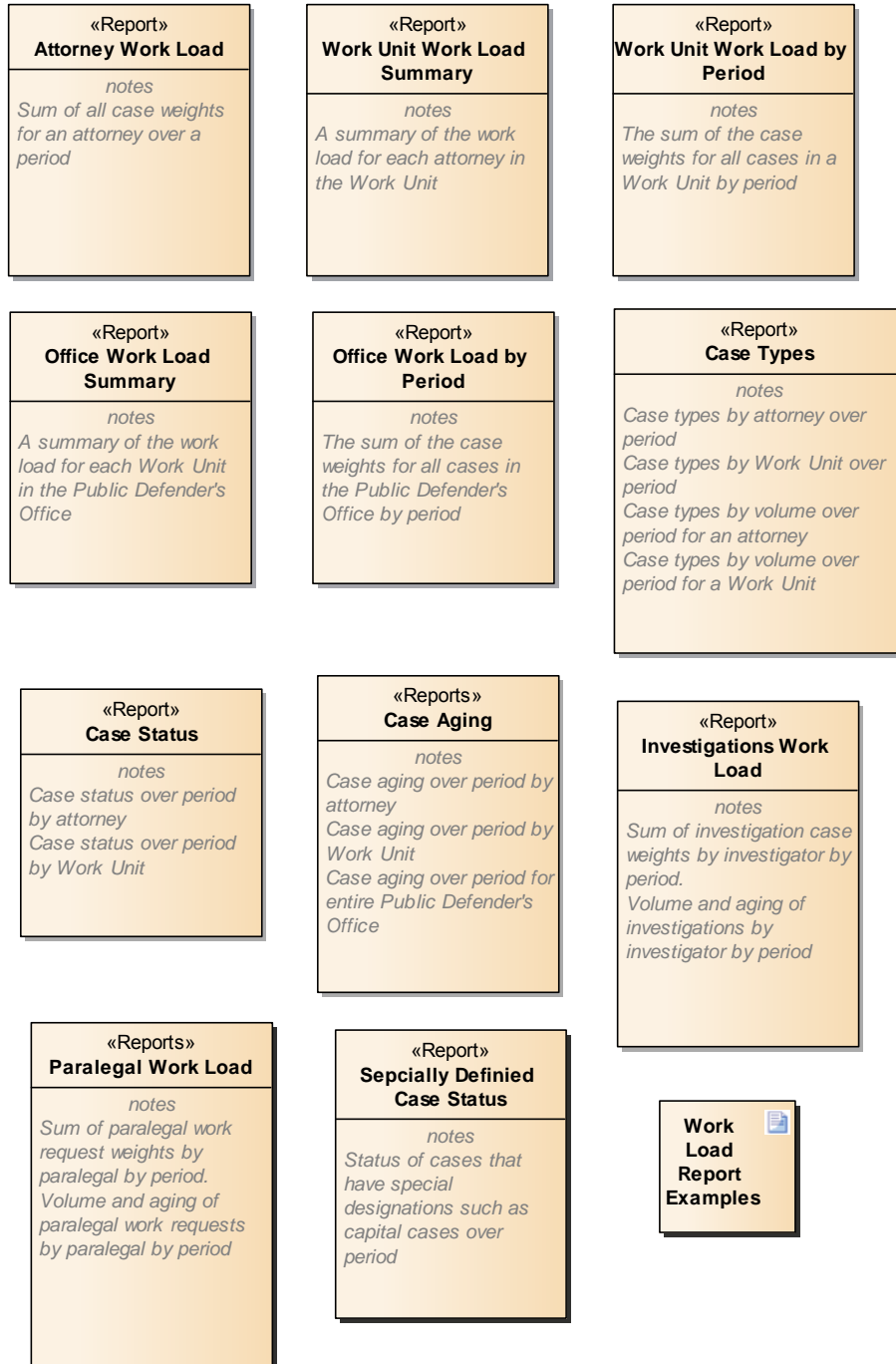


Figure 11: Reports

LACPD198F Multiple output formats

Must be able to generate reports in any of the following formats:

- On-screen
- PDF
- Excel
- CSV
- Selectable delimiters

Response:

- Salesforce provides reports on-screen and in PDF, Excel, and CSV Formats. Other delimiters are not available but can be sized if alternative delimiters are required.
- Assumptions:
- The standard out-of-the box report formats will meet business requirements. If additional delimiters are required, an additional work estimate will be estimated at the conclusion of the design phase of the engagement.

4.4 CASE PREPARATION AND DEVELOPMENT (CASE TOOLS)

CASE INTERVIEW AND DOCUMENTATION

LACPD221F Record Interview with Client

Must provide “interview forms” to collect information from the attorney interview with the client.

Response:

- An interview page will be created that will allow capture of information from client interview. Standard Salesforce notes features save data to the database in realtime to avoid the risk of data loss. Interview capture online will be in the Salesforce platform. Offline interview capture will be in the document management system. If a case hasn't been created by the court, the a case can be manually created and the notes added to the case.
- Assumptions: A simple application will be developed to satisfy this requirement which will include a custom object setup as a child to the case for capturing information about the interviewer, freeform text about the interview content. A standard page layout for standard notes will be used for note capture.
- Contractor will setup a Pulsar case creation profile for up to 4 case types. Including Adult Misdemeanor, Juvenile, Mental Health, Adult Felony.

Number of Visualforce Pages: 1

WORK REQUESTS

The CMS must support the identification, assignment, organization and tracking of work in support of a case. Work requests and responses are sent between attorneys and staff, including investigators, secretarial staff, paralegals, and social workers.

LACPD227F Work Request Workflow

Work requests must be subject to a configurable workflow.

Response:

- Work Requests are associated with the case and are triggered and assigned based on case type and number of days from the trigger date of the task.
- Assumptions: A medium complexity app will be created which will create a work request using the native Salesforce Task object. Due dates will be assigned as the number of dates after the trigger date of the case creation. Updating the case type tasks will be done through the standard administrative tools. The county will provide the full list of tasks to be associated with each case type.

- Custom APEX Triggers will need to be created in place of time-based workflows to respect the business calendar.

Number of APEX Triggers: 12

LACPD200F Work Request Scoring

Must support assigning a value to each work request based upon the effort required for the work request.

Response:

- Work efforts will be assigned to the template work request and copied to each instance of the task.
- Assumptions:
- No additional weighting or effort algorithm will be required; a simple copy of the effort identified in the workflow will be copied over.

LACPD191F Work Request Assignment

Must support assigning work requests to the appropriate PD staff based on user characteristics and, if appropriate, the work request value. Must allow the head deputy to override the assignment.

Response:

- A work request assignment algorithm will be created that will assign to the staff based on the users-configured skills and the attributes of the case and the work request value. All request assignments can be overridden.
- Assumptions: A medium complexity trigger will be developed that will make work assignments based on effort and the match between the configured user skills and the task skill requirements. One trigger will be developed. Querying all users may violate the system governor limits so the scope of the users who can be considered must be limited.
- One visualforce page will be created for creating work assignment administrative rules.

Number of APEX Triggers: 1

LACPD192F Create Work Requests

Must create work requests for staff, including:

- Investigators
- Paralegals
- LOSAs
- Social Workers
- Resource Attorneys

Response:

- Work requests will be created for the appropriate user profile.
- Assumptions: Up to 5 user profiles can be generated.

Number of Profiles: 5

LACPD135F Work Request Status

Must provide work request status, including:

- Active requests
- Past due requests
- Requests due in X days
- Requests without due date
- Number of assigned requests over 30 60 90 days
- Number of open special circumstances cases

Response:

- Reports for monitoring work requests statuses will be created and displayed on the appropriate dashboards to improve accountability and transparency.
- Assumption: Only standard Salesforce reports will be generated.

Number of reports: 10

LACPD201F Work Request Completion

Must close work requests based on:

- Completion of the assignment.
- Closure of the case before completion of the assignment.
- Change of case status (for example: no longer special circumstances).

Response:

- Custom actions will be triggered when a work request is closed out.

Number of APEX Triggers: 1

LACPD139F Support Staff Work Requests

Must send request with set tasks and deadlines that need to be completed to Support Staff (e.g. Investigators, Paralegals, etc.).

Response:

- Included in the functionality of the solution.
- Assumptions:
- No custom development will be required.

LACPD141F Re-Open Work Request

Must allow users to re-open a Work Request; must send an alert to the original Support Staff.

Response:

- Users can re-open a work request which will trigger an update to the support staff.
- Assumptions: Notification can be triggered using Standard Salesforce workflow functionality.

Number of Notifications: 1

LACPD232F Send Requests to External Agencies

Must provide the ability to send requests and/or notifications to other agencies within the Justice Community. Examples of requests include, but are not limited to: subpoenas to law agencies for law officer to appear; requests to mental health agencies for reports on patients/defendants; requests to school agencies for reports on juvenile defendants; requests to Coroner for autopsy results; etc.

Response:

- For External Agencies, when a work request is created, the request will be associated with the email address of the external entity and a task will be created for the case owner to track the completion of the task. External users will need to authenticate to the customer community and update their task using the link in the notification email.
- Assumptions: External agencies will have access to their work requests using the customer community. They will receive notification when a request has been assigned to them. Instructions will be included how to provide a status update back to the case owner.
- Assumptions: External agencies will have access to their work requests using the customer community. They will receive notification when a request has been assigned to them. Instructions will be included how to provide a status update back to the case owner.

Number of Notifications: 12

CASE RESOLUTION/DISPOSITION

Case disposition functionality is related to selecting a particular disposition for a case.

LACPD173F Case Disposition

Must update case disposition from external systems or authorized users. Based on the established workflow, the disposition selected will determine the next process step (e.g. in juvenile cases – the case would remain active and go into the juvenile case monitoring stage).

Response:

- When a case is updated to a particular status, when the status should trigger the next step in the process, completion of the task will update the case and trigger the next step of the process.
- Assumptions: Standard flows will be utilized to manage the business process of tasks and updates required to meet business processes.

Number of Flows: 6

4.5 SYSTEM INTERACTION (PEOPLE/CASE CENTRIC)

LACPD231F Case Centric Interaction

Must provide access to all case and case-related people using case identifiers.

Response:

- Included in the platform.

LACPD230F Person Centric Interaction

Must provide the ability to access any and all case information related to a person using a person's identification identifier such as Name or other unique qualifiers.

Response:

- Included in the Platform.

4.6 VIRTUAL FILE

ELECTRONIC CONTENT IMPORT

CMS must support the automated creation of a set case folder structure and be able to add documents to that folder structure with a minimum of user intervention. The system allows the electronic receipt of documents, bringing images into the workflow to be manually indexed and saved into the system (e.g. juvenile school records are emailed to the attorney and they are added to the appropriate sub-folder of the case folder). An electronic receipt is stored, indicating that this has occurred.

LACPD084F Add Documents

Must allow individual users to add new electronic content to a case folder. Documents can be added system to system, person to person, or person to system. For example, documents can be:

- Added electronically (e.g. using MS Word or other tools)
- Scanned from an original physical document.
- Received electronically via e-mail or other similar delivery means
- Copied from other electronic media.
- Exchange digital materials between the justice agencies in a common methodology. This would include but not be limited to Probation, Coroner, District Attorney, Health Department, Law Enforcement, etc.

Response :

- Once a document has been made electronically available, it can be filed in the case foldering system.
- Once files have been created in Office, they can be uploaded to the case repository. Because document storage is a cloud based solution, documents cannot be uploaded directly from the productivity tools. Document can be scanned using any TWAIN compliant scanner. Document received via email can be

saved and uploaded into the repository. For an additional fee, LinkPoint can be customized to grant access to the case folders and enable drag and drop depositing of documents into the document management system. If after the discovery process this feature is required a professional services effort and cost can be provided. Any file received via electronic media can be uploaded into the system.

- Assumptions:
- Email integration to the document management system and systematic document exchange with other agencies are excluded from the scope of this engagement.

LACPD215F Unknown Document Formats

Must import content that is in a format for which no application is installed to view it. No conversion of such content should be necessary.

Response:

- Digital Content Management functions as a document store and does not alter the content of files uploaded to the repository. Not conversion of the content will be required.
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

LACPD216F Request Document Viewer/Player

Must alert user that electronic content cannot be read by the system. Must submit a work request to IT for viewers or players for documents that are in a format unrecognized by the system.

Response:

- If the file format is not allowed an error message will be provided by Digital Content Management System. Contractor will provide a feature for manually creating a work request for the user to manually copy the error message and link to the file.
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

Response:

- If a player doesn't exist, Contractor can create a publisher action where the user can create a request ticket to have a local productivity application installed that will be able read the file.
- Digital Content Management System will provide a message if the document cannot be read by the system.
- Assumptions:
- 1 publisher action will be created
- 1 work queue
- 2 notification emails: one will be triggered when the request is sent, and other will be triggered when the request has been completed.

Number of Business Processes: 1

LACPD214F Document Versioning

Must import and maintain multiple versions of the same document. Must distinguish between versions of the same document.

Response:

- Document Versioning is a core capability of Digital Content Management System
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If

customization is required an estimate and change order will be submitted.

LACPD190F Import from Multiple Media Types

Must import documents from a number of media types including, but not limited to:

- Compact Disk (CD)
- e-mail
- mpeg / Digital Video Disk (DVD)
- Zip file
- .png files
- .jpg files
- .gif files
- PDF format

Response:

- All file formats listed will be supported by Digital Content Management System
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

LACPD089F Electronic Receipts

Must create an electronic receipt when an electronic document is received.

Response:

- Electronic receipt can be manually sent from the case record when an electronic document is received.
- Assumptions:
- One custom object
- One subpoena review queue
- One open subpoena request report
- Electronic receipt interface is excluded from the scope of this project, but architecting for this future need is included.

Number of Business Processes: 1

LACPD134F Add Portal Based Documents

Must allow any document to be added to the case file under the appropriate sub-folder heading (e.g. Expert Witnesses Reports, jury instructions and motions).

Response:

- Digital Content Management provides an intuitive interface for filing documents under folder structure.
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

LACPD083F Auto-Create Folder Structure

Must be able to automatically create the proper case folder structure for new cases based on case type.

Response:

- Digital Content Management System will automatically create proper case folder structure based on case type.
- Assumption: A consultant will configure the default folder structure depending on the case type. Up to 20 unique folders can be setup for each type.

Number of Case Types Structures: 6

LACPD095F Redaction of Shared Documents

Must allow individual users to redact information when sharing documents with other parties.

Response:

- Redaction will be managed by the Digital Content Management System using a locally installed client.
- Excluded: DCM application distribution is the client's responsibility.

LACPD085F Document Placement

Must add new documents to the correct sub-folder of a case based on metadata passed in a workflow process (e.g. add a completed investigation report).

Response:

- Contractor will develop support automated creation of documents based on the business process workflows. Up to 20 different document types will be supported.
- Assumptions: Contractor will create a web service callout to Digital Content Management System based on the business workflow triggers. Flows will be used to trigger document creations. Document will not automatically populated from case information, although that feature can be provided for an additional fee.

Number of Logic Triggers: 20

LACPD086F Audit Document Activity

Must maintain an audit log of all documents added, moved or updated to the case folder (e.g. type of document, user adding, date and time).

Response:

- Included in Digital Content Management System
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

LACPD087F Document Number

Must add a unique document number to each added document.

Response:

- Included in Digital Content Management System
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

LACPD088F Document Placement Exceptions

Must route exceptions automatically to an exception queue for review (e.g. documents that fail to be added to a sub-folder).

Response:

- Included in Digital Content Management System
- Assumptions:
- Digital Content Management System will need no additional customization to support this requirement. If customization is required an estimate and change order will be submitted.

5. DIGITAL CONTENT MANAGEMENT

Document scanning and indexing into the Archival System is currently handled offsite by the PD Archival System. CMS must support the scanning of paper documents to be added to the case folder to be scanned at the PD Offices

LACPD212F Physical File and Document Tracking

Must track location of physical documents and files within the PD offices.

Response:

- Physical document location of files can be captured through either a custom object in Salesforce or extensions to the document management metadata. Contractor proposes tracking physical files and document attributes using a simple custom developed application.
- Assumptions: A simple document and file tracking application will be developed. A single child object to the case will be setup with a maximum of 10 attributes to track location, date, and other fields for each document or file. If the county prefers these attributes be tracked on the digital files they can be provide for an additional implementation fee as provided in the Agreement.

Number of Tracking Applications: 1

LACPD079F Separation of Scanned Documents

Must employ a method of separating documents within cases for use in the automated and manual document indexing process.

Response:

- When a document is scanned into the system when the document is scanned, the user will be prompted to select the type of document and the case for which the document should be attributed. Once the document type and case are either manually or automatically identified, it will be automatically filed under the content directory for that case.
- Assumptions: One indexing workflow will be created for up to 20 different document types that can be associated with a case. Additional document types can be configured for an additional professional services fee.

Number of Indexing workflows: 20

LACPD224F Title Sheet for Scanned Cases

Must create a title sheet for insertion at front of all scanned case files for use in the automated and manual document indexing process.

Response:

- Included in Digital Content Management Systems' Features.

Number of Cover Sheets: 20

LACPD080F Distributed Scanning

Must support distributed scanning at multiple locations.

Response:

- Included in Digital Content Management Systems' Features.

LACPD081F Scanning and Indexing

Must support the existing scanning and indexing process as well as any future scanning and indexing processes.

Response:

- Contractor will conduct workshops to better understand existing scanning and indexing processes. After design phase is complete, an assessment of whether existing scanning and indexing processes can be supported will be provided. With the robust tool-set available we are confident that the tools will support historical processes.

- Assumptions: An assessment of the proposed solutions ability to support existing processes will be provided. If the existing processes cannot be accommodated with the existing licensing and professional services estimates, then an effort estimate and project impact assessment will be made.

Number of Processes: 3

LACPD082F Images & Indexes

Must automatically capture and maintain document image and index information from the scanning system operation and any future scanning and indexing solution.

Response:

- Included in Digital Content Management System's Features.
- Assumptions: No additional customization will be required to support this feature.

Number of Profiles: 1

LACPD152F Extract portions of a document

Must allow users to extract selected sections of documents.

Response:

- The Digital Content Management System can view and extract portions of existing documents into new documents.

LACPD170F Check-out case folders

Must allow users to "check-out" case folders onto a portable device.

Response:

- Digital Content Management System standard Feature
- Assumptions:
- No additional customization will be required to support this feature.

LACPD171F Check-in case folders

Must allow users to "check-in" the case along with any new documents or data added.

Response:

- Digital Content Management System standard Feature
- Assumptions:
- No additional customization will be required to support this feature.

LACPD217F Organize Documents

Must allow users to organize documents within a case folder as they see fit.

Response:

- Digital Content Management System standard Feature
- Assumptions:
- No additional customization will be required to support this feature.

LACPD218F Annotate Case Documents

Must allow the user to annotate documents stored in case folders.

Response:

- Document selection is a function of the productivity applications used. Limited document annotation capabilities may be supported in Digital Content Management System but this is typically discouraged. If a

document is annotated, it should be stored as a separate version.

- Assumptions:
- No additional customization will be required to support this feature.

6. TECHNICAL REQUIREMENTS

The technical requirements identified here are a combination of those introduced by Doculabs and those introduced by PCG Technology Consulting. Each requirement identifies its origin (PCG or Doculabs), and status (Proposed or Redundant). Requirements are presented within a hierarchy with the highest level serving as both a requirement and a category for the requirements nested within it. Each hierarchy is introduced with a diagram that illustrates the relationships among the requirements within that hierarchy.

6.1 ORGANIZATION

Technical requirements are organized in a hierarchy ranging from very broad system characteristics at the top most level (e.g. Flexibility) to the most specific at the lowest level (e.g. 3rd party integration). The high level requirements serve as both requirement (e.g. the system must be flexible) and as a container or categorization for the more specific flexibility related requirements (e.g. the system must support configurable business rules).

When rendered in report form the highest level requirement behaves as a document section and is identified first. The following diagram identifies the highest level technical requirements and therefore also identifies the organization of the sections. Each high level requirement contains a diagram to identify related requirements. All related requirements are listed after the diagram.

Name: Non Functional Requirement Categories
Package: Organization
Version: 1.0
Author: PCG Technology Consulting

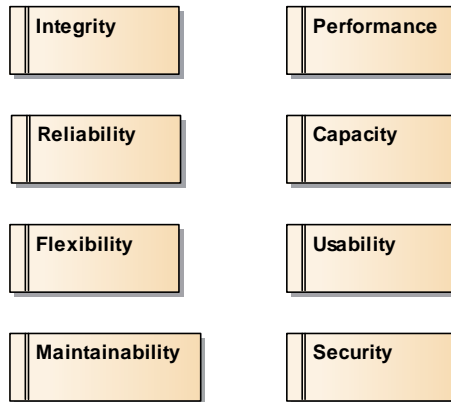


Figure 12: Technical Requirement Categories

6.2 INTEGRITY

Integrity

The system must ensure completeness of its operational state and its data.

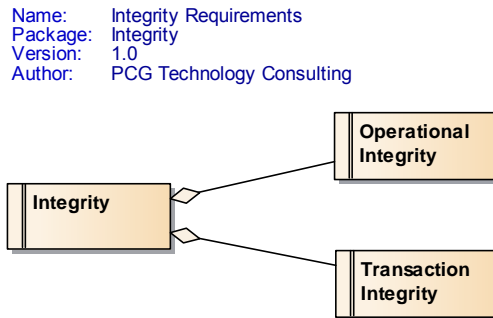


Figure 13: Integrity Requirements

Operational Integrity

The system must ensure that all components necessary for use of the system are available before beginning any transaction or function.

Transaction Integrity

All data written to the system's database must be encapsulated within an ACID transaction:

- Atomic: Either all data is written or no data is written.
- Consistent: The transaction brings the system from one valid state to another valid state.
- Isolated: Is not affected by other concurrent transactions within the system.
- Durable: Completed transaction can survive power loss, system crash or other errors.

6.3 RELIABILITY

Reliability

The system must be accurate, available and recoverable.

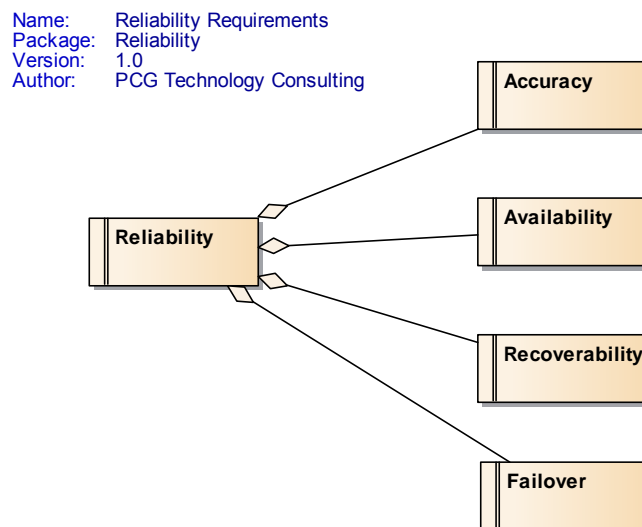


Figure 14: Reliability Requirements

Accuracy

The system must store data values as they are entered by the user, without modification, except where explicitly prescribed for data cleansing such as address standardization, and for storage consistency such as use of upper case values. Monetary and other numeric values must be calculated and stored to the precision level required by regional law.

Availability

All interfaces to the system must be available for use eighteen (18) hours per day, seven (7) days per week. System availability hours will be from 6:00 am to 12:00 am (midnight) Pacific time.

Failover

Must not include any construct or condition that would prevent the implementation of fault tolerance through redundancy and automatic failover behavior.

Recoverability

Must not include any construct or condition that would prevent administrators from achieving Recovery Point Objective (RPO) of one (1) minute and Recovery Time Objective (RTO) of one (1) hour.

Vertiba Response

For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4-hour recovery point objective (RPO) and 12-hour recovery time objective (RTO).

Salesforce's disaster recovery plans currently have the following target recovery objectives: (a) restoration of the Service within 12 hours after Salesforce's declaration of a disaster; and (b) maximum Customer Data loss of 4 hours; excluding, however, a disaster or multiple disasters causing the compromise of both multiple Salesforce data centers at the same time, and excluding development and test bed environments, such as the Sandbox service.

Salesforce has developed a global Business Continuity and Disaster Recovery Program for the Salesforce Services; hired Certified Business Continuity Planners (CBCP) and retained the services of leading consultants to assist in the on-going development of Business Continuity and Disaster Recovery plans and procedures. This program is overseen by senior management for each of the key functional areas within Salesforce, and is supported by executive leadership at the highest level.

Salesforce has a Crisis Management Team (CMT) comprised of select executives from key departments globally. The CMT is mobilized when a crisis or significant event occurs, and is responsible for evaluating the situation and responding accordingly. Depending on the severity and nature of an incident the CMT Leader may request engagement from various support teams to assist with mitigation of the incident. The CMT meets periodically for training, education, and review of the documented CMT Action Guide, or as required due to a crisis or significant event. CMT members have specified roles and responsibilities and are expected to be available at all times (24/7/365). The CMT conducts table-top exercises, at minimum of once annually.

Salesforce maintains a Mirror Site that is a 100% staged warm site with block-level data replication. The secondary data center is replicated at 100% of capacity (host, network, and storage) of the Production data center.

As part of developing a viable Disaster Recovery plan and program, Salesforce schedules Disaster Recovery exercises which are conducted several times per year with and without customer participation. Additionally, disaster communication processes are exercised using the mass notification system during each exercise, which includes call-outs with response requests to Salesforce Crisis Management Team and the production Disaster Recovery teams. Salesforce will test its disaster recovery plan at minimum on an annual basis and will continue to enhance and develop processes and its technology related to disaster recovery to further reduce RPOs and RTOs.

Salesforce has developed additional procedures, processes and plans, including a Pandemic plan.

Additionally, the County can request access to Salesforce's FedRAMP package which contains the details of our Disaster Recovery Plan.

6.4 FLEXIBILITY

Flexibility

The system must support changes in how cases are processed due to changes in law or changes to internal business processes.

Name: Flexibility Requirements
 Package: Flexibility
 Version: 1.0
 Author: PCG Technology Consulting

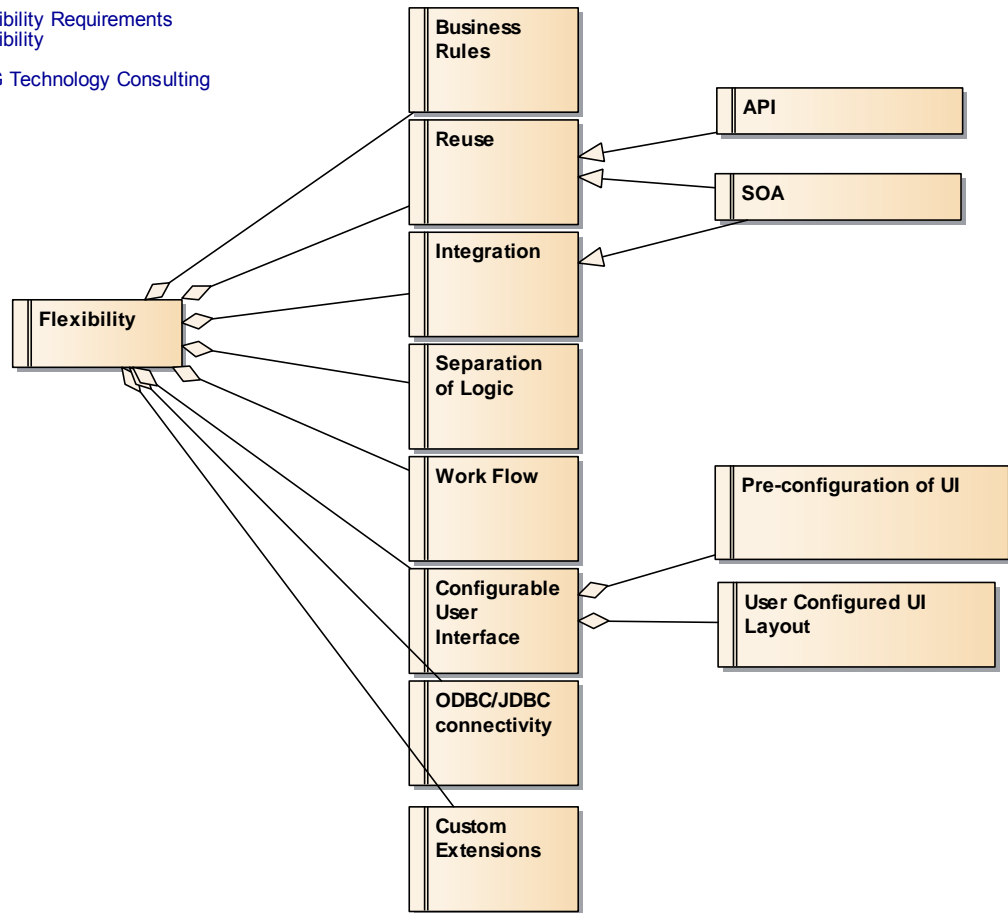


Figure 15: Flexibility Requirements

LACPD228F Custom Extensions

Must provide the ability for the Public Defender to extend the functionality of the system by augmenting it with custom screens and custom transactions. For existing transaction screen flows, must provide a means for the Public Defender to insert custom screens and have full access to transaction data.

Business Rules

The system must use business rules that are configurable by PD administrators. For the purposes of this requirement, business rules are any points of control logic or comparison values used by the system that are subject to, or could be subject to change due to rule of law or internal business processes.

LACPD0059NF ODBC/JDBC connectivity

Should provide connectivity to core database through ODBC JDBC XML or native drivers.

Reuse

The system must make all features or functions of the system available as standards based Web services described

using WSDL.

LACPD0057NF API

Must provide an API library for customization and integration with other systems.

LACPD0060NF SOA

Should support a Service Oriented Architecture (SOA) utilizing web services as standards for accessing application services – Expose common electronic forms and content management functionality through web services interfaces – Provide tool kits and SDK for developing custom web services interfaces – Provide WSDL descriptions and documentation to the included web services interfaces.

Integration

The system must be able to integrate with other external systems by sending and receiving information through industry standard messaging protocols and/or Web service calls.

Separation of Logic

The system must implement some form of the Model View Controller (MVC) design pattern in order to separate presentation logic from business logic and data storage logic.

Work Flow

The system must support changes to internal business processes or workflows without requiring change to system code.

Configurable User Interface

The system should support configurable user interfaces allowing for the selection and positioning of user interface components.

LACPD004NF Pre-configuration of UI

Should provide the ability for administrators to preconfigure the layout of the interface components (such as inboxes task lists search and-retrieval functions and image display).

LACPD0051NF User Configured UI Layout

Should provide the ability for users to configure the layout of the interface components (such as inboxes task lists search-and retrieval functions and image display) based on their security profile.

6.5 MAINTAINABILITY

Maintainability

The system must be implemented using industry standard constructs.

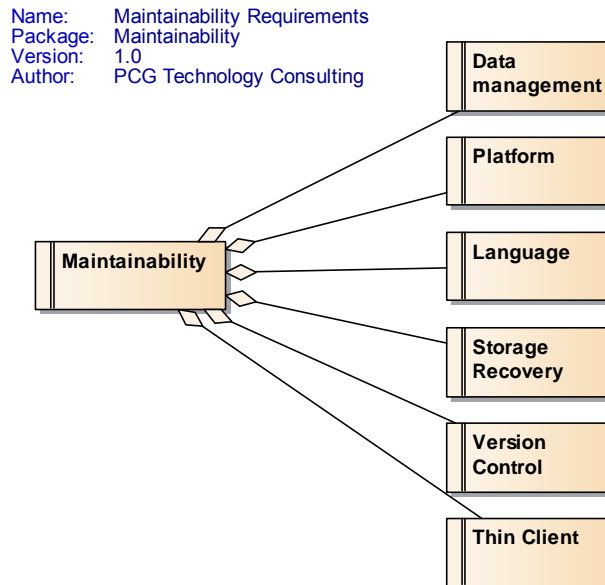


Figure 16: Maintainability Requirements

Data management

The system must store structured data in a relational database that supports Structured Query Language (SQL), XML document or other structured mechanism. The system must use flat files only for transient or temporary data.

Platform

The system must be constructed using industry standard components conforming to either the Java Enterprise Edition standard or Microsoft .Net standard.

Language

Must use common languages to develop, expand, or customize the system, such as C# or Java.

Storage Recovery

The system must provide the means of purging, archiving or otherwise recovering storage used by temporary or transient data files.

Version Control

The system must include information to identify the specific system version and build.

Thin Client

The system must not require manual distribution of specialized client software. System updates must be distributed to system users through HTTP and without requiring user action.

6.6 PERFORMANCE

Performance

The system response time must meet the rates provided herein for average and peak response times. Network latency on the part of the hosting environment provider's network or network bandwidth will not be included in calculating this response time.

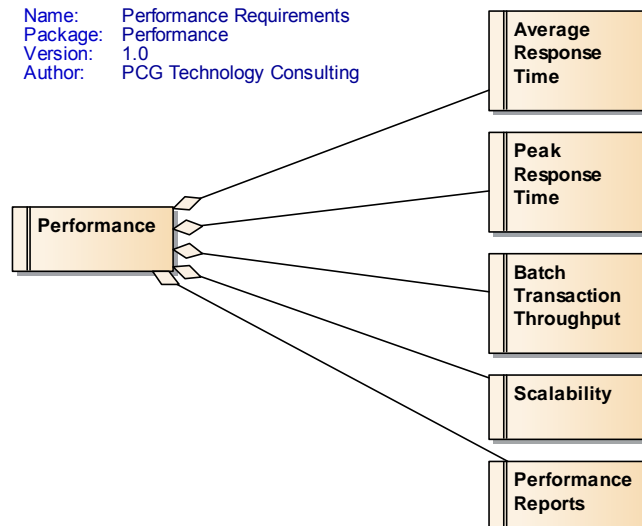


Figure 17: Performance Requirements

Performance Reports

The system must provide performance reports that indicate:

- Average and peak response times by period.
- Average and peak transaction throughput by period.
- Error counts and rates by period.

Average Response Time

Average system response time for user interface activity must not exceed one (1) second.

Batch Transaction Throughput

Batch processes, transactions processed in bulk requiring little or no user input, must be processed at a rate of eighty (80) or more transactions per second.

Peak Response Time

Peak period response time must not exceed three (3) seconds. Peak periods must not exceed thirty (30) minutes in duration. No more than two (2) peak periods may occur within a 24-hour period.

Scalability

The system must be linearly scalable. The system must be able to increase its capacity with only a comparable increase in resources, with no degradation in performance, and with no change to system code required. The ratio of resources required to accommodate increases in capacity must be one-to-one (1/1) and must not vary.

6.7 CAPACITY

Capacity

At the time of deployment, the system must be able to support a minimum number of transactions, data, and users.

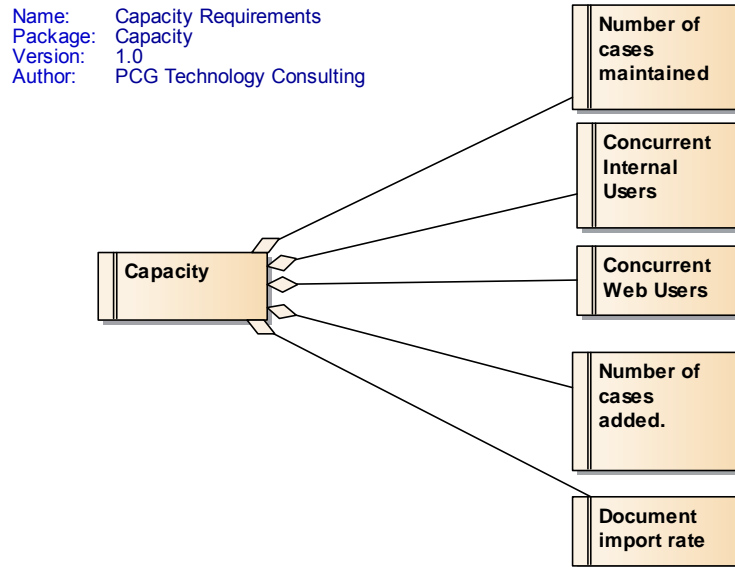


Figure 18: Capacity Requirements

Concurrent Internal Users

At initial deployment, the system must be able to support up to one thousand five hundred (1500) concurrent system users.

Concurrent Web Users

At initial deployment, the system must be able to support up to five thousand (5000) concurrent Web users.

Document import rate

The system must be able to import or ingest up to three hundred thousand (300,000) pages of case documents in various formats within an eight (8) hour period. Formats include, but are not limited to:

- Scanned documents
- PDF files
- Image files including gif, jpg, tiff, rif,bmp, png. ppm, pgm, pbm, pnm, webp formats
- Text files
- Microsoft Word Documents

Number of cases added

The system must be able to add up to five thousand new cases within an eight (8) hour period.

Number of cases maintained

At initial deployment, the system must be able to store and maintain a minimum of ten million (10,000,000) court cases. The system must not impose any hard-coded limit to the number of cases that can be stored.

6.8 USABILITY

Usability

The system must employ industry best practices in the design of the system interfaces, including consistency in the user interfaces, error handling and help facilities.

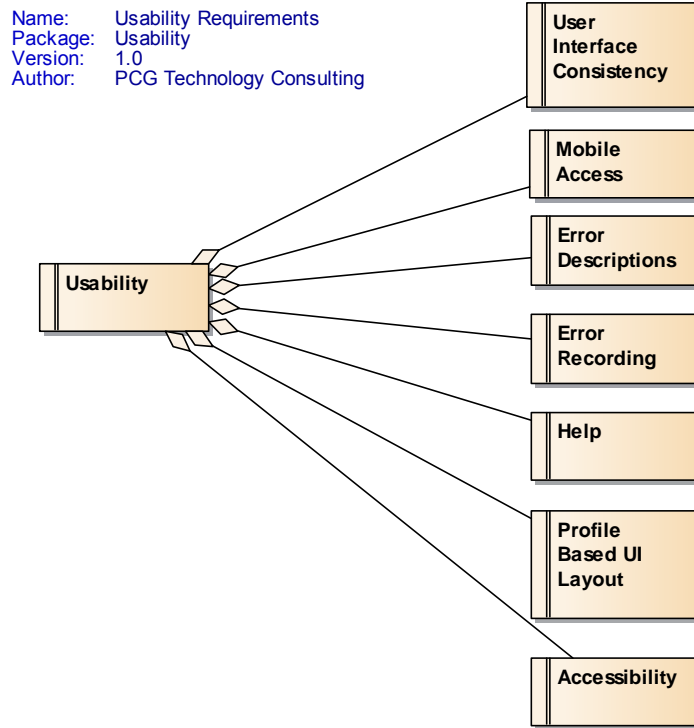


Figure 19: Usability Requirements

Mobile Access

The system must provide access to all functionality via remote devices such as the Apple iPad, Android tablet or Windows platform.

LACPD0052NF Profile Based UI Layout

Should provide the ability for the layout of the interface components to be automatically determined by the user's profile or role.

User Interface Consistency

For internal users, the system should present a single user interface that uses consistent screen formats, colors schemes and navigation techniques throughout the entire system.

Error Descriptions

In the event of an error condition, the system must present an English text description of both the error and the suggested course of action to correct the problem.

Error Recording

The system must record errors encountered in batch processes and in online transactions. These records must be accessible to system administrators for analysis.

Help

The system must provide context sensitive help that includes information about the specific field on the form and about the state of the transaction.

Accessibility

The system must comply with Section 508 Amendment to the Rehabilitation act of 1973.

6.9 SECURITY

Security

The system must protect its data, functionality and availability from the effects of malicious and/or accidental access and usage.

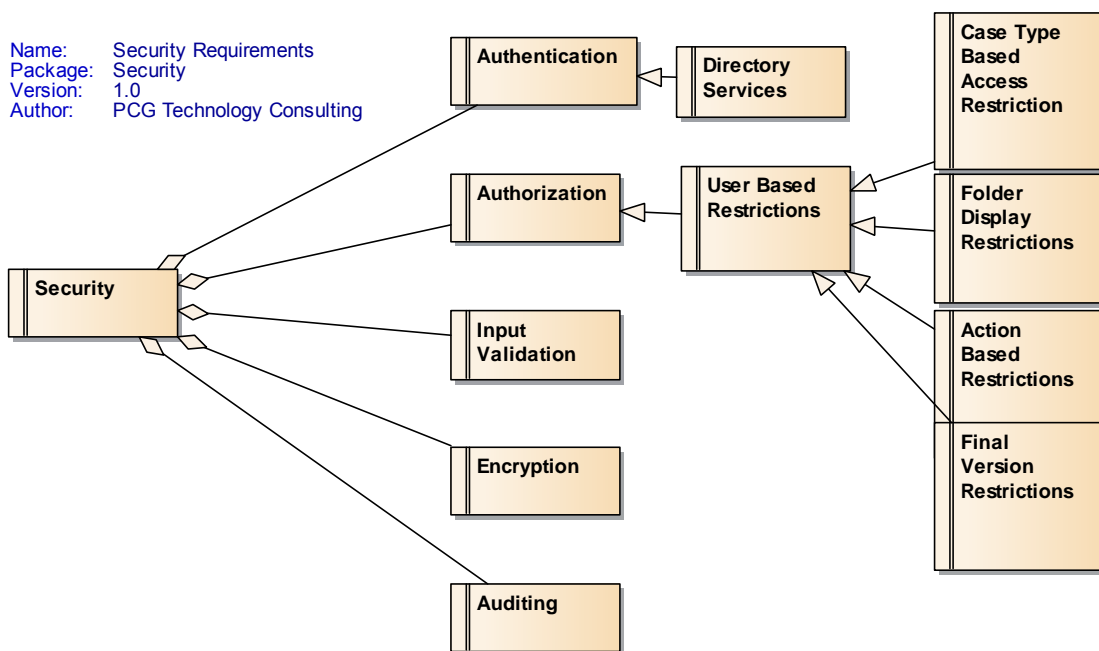


Figure 20: Security Requirements

Input Validation

The system must validate all data presented through interfaces to protect against SQL injection, cross-site scripting and other similar attacks.

LACPD019NF User Based Restrictions

Must support limiting access to documents or functions (such as editing) by user profile identified by the department.

LACPD091F Case Type Based Access Restriction

Must be able to limit user access to folders by case type by sub-folder and by document within sub-folder.

LACPD092F Folder Display Restrictions

Must be able to allow level of folder display by folder sub-folder and documents within sub-folders.

LACPD093F Action Based Restrictions

Must be able to have multiple levels of security access to folders and documents including: view and edit; view and annotate; view only; and no view.

LACPD094F Final Version Restrictions

Must have the ability to limit edits to finalized version of documents based on document type (e.g. initial interview notes).

Authentication

The system must ensure that access is granted to only those users (and processes acting on behalf of users) who have been authenticated through a common enterprise authentication facility.

Directory Services

Must integrate with the existing enterprise account management system via LDAP or Windows Active Directory.

Authorization

The system must ensure that access is granted to only those users who have the appropriate authority as specified by the system administrators.

Encryption

The system must encrypt all in-transit data using an industry standard 256 bit encryption algorithm.

6.10 AUDITING

The system must record all access attempts, whether granted or denied, and write transactions completed by all users.

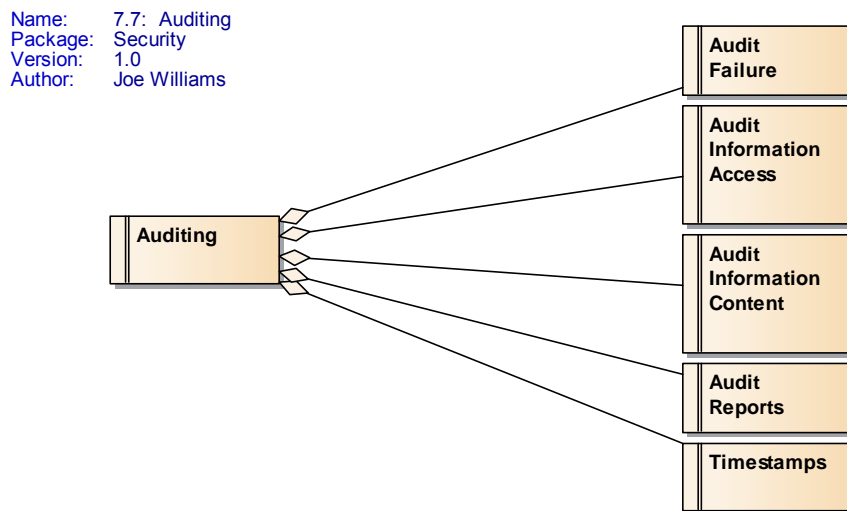


Figure 21: Auditing

Audit Failure

The System must provide a real-time alert to appropriate personnel with the ability to stop transaction processing in the event of an audit processing failure.

Audit Information Access

The System must protect audit information and audit tools from unauthorized access, creation, modification, and deletion.

Audit Information Content

The System must identify a specific individual to a specific action or actions.

Audit Reports

The System must provide an audit report generation capability based on business needs and requirements.

Timestamps

The System must provide time stamps normalized with Coordinated Universal Time (UTC).

7. MANAGEMENT REQUIREMENTS

7.1 PROJECT MANAGEMENT

M1 Project Management Plan

The Contractor shall develop a Project Management Plan (PMP) conforming to IEEE/ISO/IEC 16326-2009 Systems and Software Engineering--Life Cycle Processes--Project Management. The scope of the PMP shall also incorporate the following component processes:

- Project Schedule
- Staff Management
- Communications Management
- Scope Change Management
- Requirements Traceability Management
- and Configuration Management

The County acknowledges that some portions of the PMP may require a standalone plan. The Bidder must submit a draft PMP with their proposal response

M2 Project Management Tool

The Contractor must provide project management documents (e.g., Project Management Plan, Project Schedule, Work Breakdown Structure, etc.) using Microsoft 2013 software products.

M3 Progress Reporting

The Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one week after contract effective date and applied weekly thereafter, and shall consist of the following:

1. Weekly progress meetings attended by the Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County staff.
2. Weekly written progress reports, provided by the Contractor to the County one working day before each weekly meeting, and containing items to be discussed at the meeting, including:
 - a. Progress of each task/activity.
 - b. Updated project schedule.
 - c. Action items and decisions from the previous meeting.
 - d. Problems encountered, proposed resolutions, and projected completion dates for problem resolution
 - e. Planned activities for the next two reporting periods.
 - f. Status of contractually defined deliverables, milestones, and walk-throughs scheduled in the project schedule.
 - g. Other information as needed (per Contractor or the County).

M4 Project Close-out

The Contractor must provide contract close-out plans and manage project close-out activities in accordance with the plan.

7.2 SYSTEM DESIGN, DEVELOPMENT AND CUSTOMIZATION

M5 SDLC

The Contractor must use a structured Software Development Life Cycle (SDLC) process, including an iterative software development methodology and incremental deployment of functionality to the production environment. This approach allows both the Contractor and the County more frequent feedback as to the progress of the Project with more opportunities to make corrections in interpretation and will result in a better understanding of the challenges of the Project at an earlier date.

M6 SDLC Description

The Contractor shall describe the design and development approach and methodology used for the Project. The Bidder must submit a narrative describing the design and development approach and methodology with their proposal response

M7 Design and Development Plan

The Contractor shall incorporate the design and development approach into a comprehensive Design and Development Plan (Software Development Plan) complying with IEEE 12207.2, section 5.3.3 – system architectural design.

The Bidder must submit a sample Design and Development Plan with their proposal response

M8 Standards

The Contractor shall follow industry standards for all development work, including database naming and usage.

M9 Software Access

The Contractor shall provide the County access to the software components and documentation.

M10 Requirements

The Contractor shall provide the County with the following:

1. A list of requirements from which modifications and/or customizations to the system will be specified.
2. A requirements traceability Matrix that describes how and where each requirement is realized in the system

M11 Interface Management Plan

The Contractor shall incorporate the interface management approach into a comprehensive Interface Management Plan. The Interface Management Plan will be used by the County to document the plan for integrating the new System with all existing internal and external applications. The Interface Management Plan shall, at a minimum, address the following areas:

The approach to developing and managing internal and external interfaces.

Technical tools that will be used for data transformation, transport and error recovery.

Tasks, deliverables and resources necessary to complete interface development and implementation.

Description of how the System (development and test) will work with the external interfaces.

References to applicable sections in the relevant design documents that describe how the System will be synchronized with the specific internal and external interfaces.

References to applicable sections in the detailed design that describe the mappings between existing internal and external application data to System data.

Descriptions of the process for managing changes to the interfaces, both in the production and non-production environments

Interface(s) needed for maintaining data synchronization between an interim production solution and the

final production implementation.

The Bidder must submit a sample Interface Management Plan with their proposal response

7.3 SECURITY

M12 Security Plan

The Contractor shall provide a System Security Plan that describes the security approach for the System. In addition, because of the expected interactivity with other entities (e.g., Courts, etc.), a comprehensive plan must explain how the System will respect and coordinate when necessary with the security constraints of other entities. The System Security Plan shall address, at a minimum, the following areas:

General Information about System Environment, Interconnections/Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System Description

Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase

Operational Controls pertaining to Personnel Security, Physical and Environmental Protection, Input/Output Controls, Contingency Plans, Maintenance, Integrity, Documentation, Training, Incident Response

Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails.

Bidders must submit a sample security plan with their proposal response.

7.4 DATA CONVERSION

M13 Data Conversion Plan

The Contractor shall provide a comprehensive Data Conversion Plan that will describe how the Contractor will manage the process of converting (as required) data from the legacy applications for use in the System. The Data Conversion Plan shall address, at a minimum:

1. A description of all data sources and data targets.
2. A description of field mappings, tools, data validation and cleansing methods/algorithms, and any other software programs that will be used or will need to be written to support data conversion. A description of how converted data will be validated to be correct before use.
3. A description of the approach to converting legacy data to required formats.
4. A description of how data anomalies and errors will be handled.
5. A schedule of deliverables and resources needed to complete the conversion effort.
6. How converted data will be delivered as required to support each phase of the System delivered to the pre-production and production environments.
7. Description of how the data reconciliation process will work.

The Bidder must submit a sample Data Conversion Plan with their proposal response

M14 Data Conversion Tool Configuration

The Contractor shall configure any required data conversion tools, software and hardware.

M15 Data Conversion Assistance

The Contractor will be responsible for converting all data required from the legacy environment to the System. While the Contractor will provide the tools and methodology for converting the legacy data, the County will provide dedicated resources to assist the Contractor in understanding the legacy data, assistance in data extracts and data loads, and assisting the Contractor in resolving problems related to the data conversion efforts.

7.5 TESTING

M16 Test Plan

The Contractor shall provide a comprehensive Test Plan complying with the County testing practices and IEEE Std. 829-1998 Standard for Software Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following:

- Unit Testing
- Functional Testing
- Integration Testing
- System Testing
- Security Testing
- Regression Testing
- Stress/Load Testing
- Performance Testing
- Acceptance/Usability Testing

The Bidder must submit a sample Test Plan with their proposal response

M17 Environments

Testing and Development shall have their own environments, separate from Production. Testing or development shall not be performed in the production environment.

M18 Problem Resolution Management Plan

The Contractor must develop a comprehensive Problem Resolution Management Plan that describes the approach to be taken in managing all problems discovered during any testing phase and in production.

M19 Problem Tracking Tool

The Contractor shall use a single Problem Resolution Tracking tool that the Contractor and the County shall use collaboratively for the tracking of System defects. The Problem Resolution Tracking tool must, at a minimum, include:

All defects in the solution identified during any testing phase or in production must be recorded, prioritized, tracked, and resolved in a timely manner. Each must be assigned a "Defect Level" based on the following definitions:

Critical – Results in a complete system outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.

Serious – System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.

Moderate – System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.

Minor – No immediate adverse impact to the user.

The Contractor shall allow the County full access to the Problem Resolution Tracking tool.

The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Contractor Quality Management Plan.

The Contractor shall comply with the "Defect Level" approach as described above, including the requirement that the County's Project Management shall designate the level of severity to all defects.

7.6 KNOWLEDGE TRANSFER AND TRAINING

M20 Knowledge Transfer and Training Plan

The Contractor shall develop (in cooperation with the County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users, and technical personnel to a familiar level of understanding with

how the new System works and how it differs from the system being replaced. The Plan shall address the following topics:

Training will be provided as early as possible in the project to allow the training goals to be implemented throughout the project life cycle.

The Contractor shall provide the resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort.

The Contractor will create specific courses and provide course materials, and conduct courses for both technical personnel and end users.

The Contractor will provide a Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new systems, including operation of the testing tools, supporting infrastructure, and security.

The Contractor will provide a report about the progress of training activities.

The Bidder must submit a sample knowledge transfer and training plan with their proposal response.

M21 Training Course Outline

The Contractor shall provide the County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training.

M22 Training Package Submission

The Contractor shall submit all training packages to the County for review and acceptance at least ten (10) calendar days prior to the scheduled training.

M23 Training Manuals

The Contractor shall provide training manuals for all classroom training they provide.

M24 Training Materials

The Contractor shall provide all training materials developed for the System to the County. Those materials shall become the property of the County and may be modified and duplicated by the County.

M25 Staff Requirements

The Contractor shall identify the number of staff necessary for maintenance and operations (M&O) of the solution as well as the skill sets necessary.

M26 Support Staff Training

The Contractor shall develop and provide training for the System's Technical Support Staff to include, at a minimum, the following types of staff (number to be identified by the Contractor):

County technical staff that will be supporting the System.

County Help Desk staff that will assist internal end users with technical support for the System.

The training shall include, at a minimum, the following topics:

System Interfaces.

Database design and maintenance. A Data Dictionary must be provided.

System procedures.

Report generation.

System administration and maintenance.

The setup, configuration, and administration of all computing environments developed by the Contractor.

M27 Training Continuation

For the duration of the contract, the Contractor shall continue to provide documentation and support if necessary to the County technical staff if upgrades have been installed and/or there is a change in functionality to the System.

Vertiba Response

Contractor will comply as part of the Maintenance and Support agreement.

7.7 IMPLEMENTATION

M28 Implementation Plan

The Contractor shall provide a comprehensive Implementation Plan. The Implementation Plan shall:

Expose technically challenging areas of the project as soon as possible. New external interfaces and data conversion should, where possible, be deployed early in the Project.

Include a deployment schedule developed in cooperation with the County that ensures continuous, uninterrupted support throughout the project.

The Bidder must submit a sample Implementation Plan with their proposal response

M29 Disaster Recovery

Disaster recovery requirements relative to the physical environment and planning for recovery from operational failures are not the responsibility of the Contractor. However, the Contractor's knowledge of the System will be helpful in the County's business continuity and disaster recovery planning. The Contractor shall provide guidance that addresses the following:

1. Areas of the System most susceptible to failure or disaster that would result in downtime.
2. Recommendations for recovery processes, or steps to take in the event of a downtime event.
3. Recommendations for the County on how to comprehensively and effectively mitigate the risk of a downtime event.

M30 Requirements Management Plan

The Contractor shall incorporate the requirements management approach into a comprehensive Requirements Management Plan. The Requirements Management Plan will be used by the project to assure that requirements are met. The Requirements Management Plan shall, at a minimum, address the following areas:

Establishment of a baseline for existing requirements.

Management of versions of requirements.

Establish and maintain the County's requirements traceability matrix that will be used for requirements management, and will map where in the software a given requirement is implemented.

A requirements change control process.

A methodology for managing requirements in an iterative development lifecycle.

A description of the relationship between the requirements management role and the other roles (e.g. test management, quality assurance management) on the project.

Publishing of standard reports related to requirements management.

The Bidder must submit a sample Requirements Management Plan with their proposal response

M31 Pre-Production Release

When functionality is ready to be delivered to the County for User Acceptance Testing (UAT), it shall be delivered in the form of a Pre-Production Release. Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor associated with a production release. Upon successful completion of UAT, the County will schedule a release to be moved to the Production environment. Each Pre-Production Release shall include the following:

Release-specific Hardware and Software solution components.

An updated Data Conversion Release document.

Release Description including Architecture or Design updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes.

Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release.

Test Plan and test execution results.

Detailed hardware and software configuration information including any software and hardware

dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance.

Database documentation conforming to industry standards.

Detailed configuration information for any 3rd party hardware and software.

The Contractor shall provide updated documentation when system upgrades to software or any contractor supplied equipment occurs through the life of the contract.

M32 Requirements Traceability

The Contractor shall deliver to the County, a Requirements Traceability Matrix for all delivered functionality, showing all testing activities tracing to delivered functionality, and all delivered functionality tracing to requirements in the requirements repository.

M33 Interface Validation

The Contractor shall validate that each interface to an external system is working correctly. The Contractor will repair all interface-related problems caused by contractor-developed interfaces.

Vertiba Response

Contractor will validate each interface in testing. County will sign off on validation test. Once County has signed off on the interface functionality contractor will repair bugs for up to 90 days. After that the County will be responsible for the interface functionality.

M34 Release Preparation

The Contractor shall assist the County with testing and release preparation in the pre-production environment.

M35 Production Release Plan

Upon successful completion of the Pre-Production testing, the Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist the County in successfully releasing and maintaining the System in the Production environment. It must include, but not be limited to, the following components:

Updated Configuration Information required satisfying the County production configuration management requirements.

Updated System Architecture.

Updated Detailed Design, including detailed system, technical, and user documentation.

An updated Data Conversion Release document.

Deployment schedule.

7.8 RISK MANAGEMENT

M36 Risk Management Plan

The Contractor shall develop a Risk Management Plan to describe the approach they will use to ensure that risks/issues are reported, tracked and resolved, to include the following items:

The practices and procedures that will be followed for reporting, tracking, and resolving problems or issues identified in software development, System transition, and System maintenance.

Bidders must submit a sample risk management plan with their proposal response.

7.9 QUALITY MANAGEMENT

M37 Quality Management

The Contractor shall develop a Quality Management Plan to describe the approach they will use to ensure the quality of the work as it pertains, at a minimum, to the following items:

The County's management of the requirements. This includes the identification of inconsistencies

between the requirements, and the project's plans and work products.

The County's requirements traceability matrix that will be used for requirements management, and will map where in the software a given requirement is realized or implemented.

The County's configuration management activities that include: baseline control, and monitoring the software library. Approved changes to baseline software and/or documentation should be made properly and consistently in all products, and no unauthorized changes are to be made.

The quality of work products developed and delivered by Contractor's sub-contractors/partners, if applicable.

7.10 PRODUCTION SUPPORT AND TRANSITION

M38 Software Transition Plan

The Contractor shall provide a comprehensive Production Support and Transition Plan (Software Transition Plan) complying with IEEE 12207.2, section 5.3.3 – system architectural design, that will describe how the Contractor intends to support the System and transition that support over to the responsible County entities. The Bidder must submit a sample Production Support and Transition plan with their proposal response

M39 System Upgrades

The Contractor shall provide, at a minimum, routine system upgrades and fixes to Contractor software at no additional cost. In addition, the Contractor shall provide at no additional charge, routine system upgrades and fixes to COTS software and field/technical services bulletins periodically as they become available within 24 hours after they receive them from COTS licensors, subcontractors, manufacturers, and other third parties.

Vertiba Response

County contract with software vendors will govern this request. If additional work is required by contractor for solution specific documentation updates contractor will comply for an additional fee.

M40 Support Staff Contact

The Contractor shall provide the County with a list of personnel, contact information, and their area of expertise of who shall be performing system production support.

M41 Planned Maintenance

With concurrence from the County, the routine planned maintenance activities shall be scheduled with minimal disruption of the 18-hour operational window. Contractor shall provide the County with a copy of the schedule at least 30 days in advance of the scheduled maintenance date for approval.

Vertiba Response

SaaS Software contract will govern this.

M42 File Purge

The Contractor shall develop an automated process for purging production System files when necessary. The criteria for purging files must be configurable by the County based on the status of the file and the date the status change occurred. For example, files in a "closed" status for more than 5 years.

M43 Maintenance Activity Report

Upon completion of any maintenance call, the Contractor shall furnish a maintenance activity report to the County within 24 hours, which shall include, at minimum, the following:

Date and time notified.

Date and time of arrival.

If hardware, type and serial number(s) of machine(s).

If software, the module or component name of the affected software code.

Time spent for repair.
List of parts replaced and/or actions taken.
Description of malfunction or defect.

Vertiba Response

Not Applicable

M44 System Operation Manual

The Contractor must produce a System Operation Manual, which includes System Administration procedures.

M45 Service Levels

Severity Level Definitions:

One (Critical): Critical production issue affecting all users and/or is detrimental to the majority of the department or a work unit, including System Unavailability and data integrity issues with no workaround available.

Two (Urgent): Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or data export.

Three (High): System performance issue or bug that affects some but not all users. Short-term workaround is available, but not scalable.

Four (Medium): There is a deviation from the standard of performance that causes no loss of service. This may be a minor error, incorrect behavior or a documentation error that does not impede the operation of the System or affect business operations. It could also be an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration, bug affecting a small number of users. Reasonable workaround available.

During the maintenance period, the response timeframe and corrective action obligation will be governed by paragraph 5.2. (Resolution of Deficiencies) of Schedule D.1 (Application Maintenance and Support).

Vertiba Response

Software Contracts will govern this request.

M46 System Support

The Contractor will work with the County technical and program staff to fix problems, optimize the system, and implement changes to the System. This will include making changes, testing changes, and providing documentation for changes and test results.

M47 System Acceptance Event

There shall be one System Acceptance event for the System. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Operations.

M48 System Acceptance Conditions

Conditions for System Acceptance shall include:

Change configuration and release management must be able to be provided by the County.

The County must be able to provide application maintenance, development and testing immediately after acceptance of the System without the Contractor's intervention.

All ownership of licenses and maintenance contracts must be transitioned from the Contractor to the County.

The resolution of all documented Contractor-responsible deficiencies as stipulated through the approved defect and issue tracking process.

The System successfully performs in the production environment for a period of thirty (30) consecutive business days without any level 1 or level 2 deficiencies.

Knowledge transfer and training for end users has been provided.

The successful completion of all other work breakdown structure elements, tasks, and deliverables as specified in the Contractor project schedule as approved by the County.

M49 System Acceptance Document

Once all System Acceptance conditions have been met, the Contractor shall provide to the County for approval, a System Acceptance document that shall include a final Requirements Traceability Matrix identifying all System requirements allocated to current, in-production System components. Sign-off of this document by the County will constitute System Acceptance and trigger the beginning of Maintenance and Operations.

M50 System Warranty

The Contractor must include a System warranty of six (6) months. The Contractor must describe, in response to this paragraph, the provisions of their warranty(s) including responsibilities for invocation, response, equipment and software failures, etc.

Vertiba Response

Contractor is providing a warranty for up to 100 days as further specified in paragraph 11.3 (Final Acceptance) of the Base Agreement only for the requirements that were explicitly signed off during the requirement review, no additional requirements functional or visual will be resolved during the warranty period and will be subject to a change request. Warranty will be rolled into the support period and should only be defects that cause data loss, significant loss of productivity and where there is no reasonable work around. All other warranties related to HW or SW will be governed by the contract between the County and those vendors.

M51 M & Support Services Plan

Upon System Acceptance, the System will enter Maintenance and Operations (M & S). The Contractor shall provide an M & S Plan and sample contract language for their standard and premium M & S services. The M & S Plan should address the following areas:

- Support Model.
- Triage Procedures.
- Tools.
- Identification of Roles and Responsibilities of support personnel.
- Release Management.
- Upgrades.
- Maintenance.
- On-going Operations.
- Deliverables.
- System Security.
- Defect/Issue management.

Vertiba Response

M&O will be governed by the contract between the SW or HW vendors and the County.

7.11 DELIVERABLE AND ACCEPTANCE PROCESS RESPONSE

M52 Contractor Response to Deliverables

In their response, the Contractor must agree to each Deliverable listed in Exhibit 24- Deliverables and Acceptance Agreement by initialing where indicated. If Contractor does not agree to provide a given deliverable, an explanation must be provided.

Vertiba Response

Contractor has complied.

8. USE CASES

These are the individual use cases that make up the CMS. Use cases are organized into sub-folders. Each use case serves to realize one or more system requirements and provides context for when the requirement applies in the system. A use case is named using a verb phrase and may be comprised of one or more named scenarios. When paired with the identified actor the use case can often read like an English sentence.

Each use case assumes that the actor has the proper authority to perform the stated action.

Name: Use Cases
Package: Use Cases
Version: 1.0
Author: PCG Technology Consulting

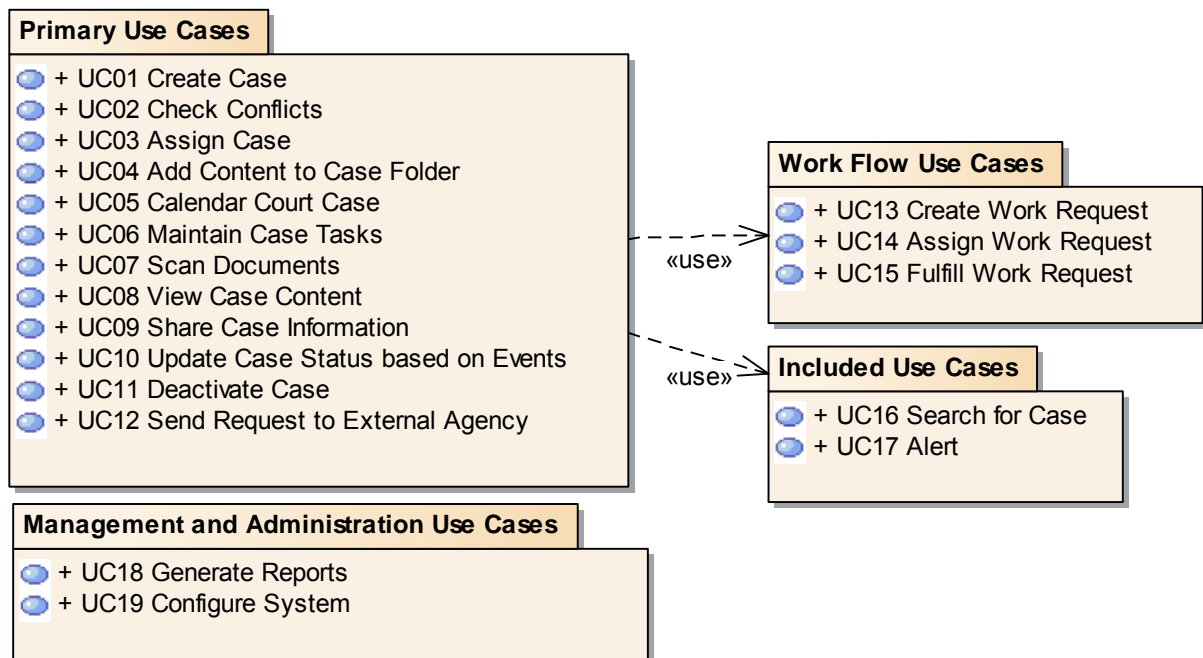


Figure 22: Use Cases

8.1 PRIMARY USE CASES

Uses cases that are directly related to recording, tracking, and managing an individual case.

Name: Primary Use Cases
Package: Primary Use Cases
Version: 1.0
Author: PCG Technology Consulting

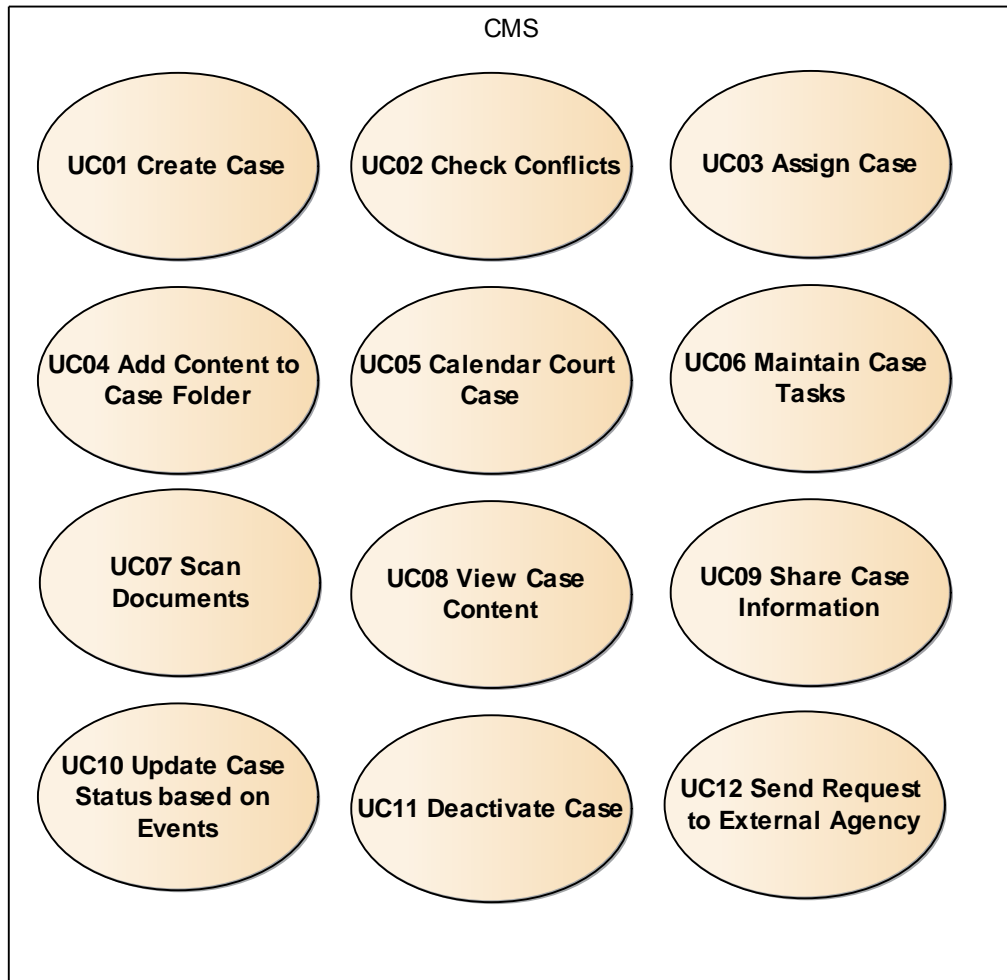


Figure 23: Primary Use Cases

8.1.1 USE CASE: UC01 CREATE CASE

Add a new case to CMS.

Name: Create Case
Package: Primary Use Cases
Version: 1.0
Author: PCG Technology Consulting

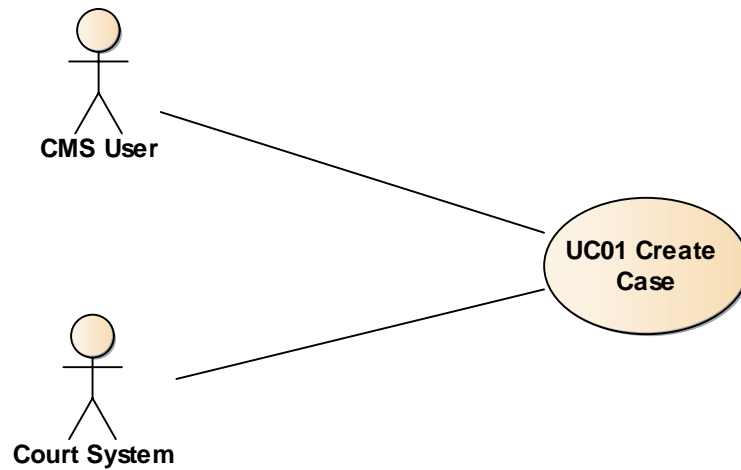






Figure 24: Create Case

 Basic Path. <u>Import a court case from a court system</u> CMS imports new cases from the court system.
 Alternate. <u>Create a new public defender case</u> CMS User creates a new case.
 Alternate. <u>Reactivate a court case</u> Reactivate a closed court case.
 Alternate. <u>Reclassify an existing case</u> Reclassify an existing case as a new case type.

REQUIREMENTS

REQUIREMENTS

Requirement. LACPD136F Alerts

Must provide alerts for any event defined by the system administrator. For example:

- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators
- Seven days before a report on a case is due
- Overdue reports

CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.

Requirement. LACPD083F Auto-Create Folder Structure

Must be able to automatically create the proper case folder structure for new cases based on case type.

Requirement. LACPD103F Case Switching

Must allow users to switch from one case or case document to another.

Requirement. LACPD117F Case Weight

Must assign a weight to each case based upon the characteristics of a case (e.g. misdemeanor, felony, juvenile, mental health, Miranda, Line-up, In-office advice, number and type of charges, court location, number of activities and court events required for that case type, etc.).

Requirement. LACPD199F Create Case

Must create a new case in CMS and assign it a unique case number.

Requirement. LACPD186F External Document Sources

Must be able to populate the case folder structure using information from DMS, PDARTS and the LA County Justice Community Systems.

Requirement. LACPD102F Multi-Document View

Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.

Requirement. LACPD132F Multiple Windows

Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.

Requirement. LACPD179F Reopen deactivated case

Must provide the ability to re-open a case that has been deactivated. Must use the original case number. Must retrieve all data and documents.

POST CONDITION CONSTRAINT





File Structure Established

CMS establishes the default case file structure for the case type based on configured rules.

Tasks Added to Case

CMS adds the default tasks to the case based on the case type.

See UC06 Maintain Case Tasks

<p> <u>Case Assigned</u> CMS assigns the case to the appropriate attorney based on configured assignment rules. See <u>UC03 Assign Case</u></p>
<p> <u>Documents added</u> CMS adds any associated electronic documents received with the case information to the case file structure. See <u>UC04 Add Content to Case Folder</u></p>
<p> <u>Alert Generated</u></p>
<p> <u>Court Calendar Updated</u> Any court dates or other related events received with the electronic case are added to the attorney's calendar. See <u>UC05 Calendar Court Case</u></p>

8.1.2 USE CASE: UC02 CHECK CONFLICTS

In this use case the actor initiates the process of checking the case for conflicts.

Name: Check Conflicts
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

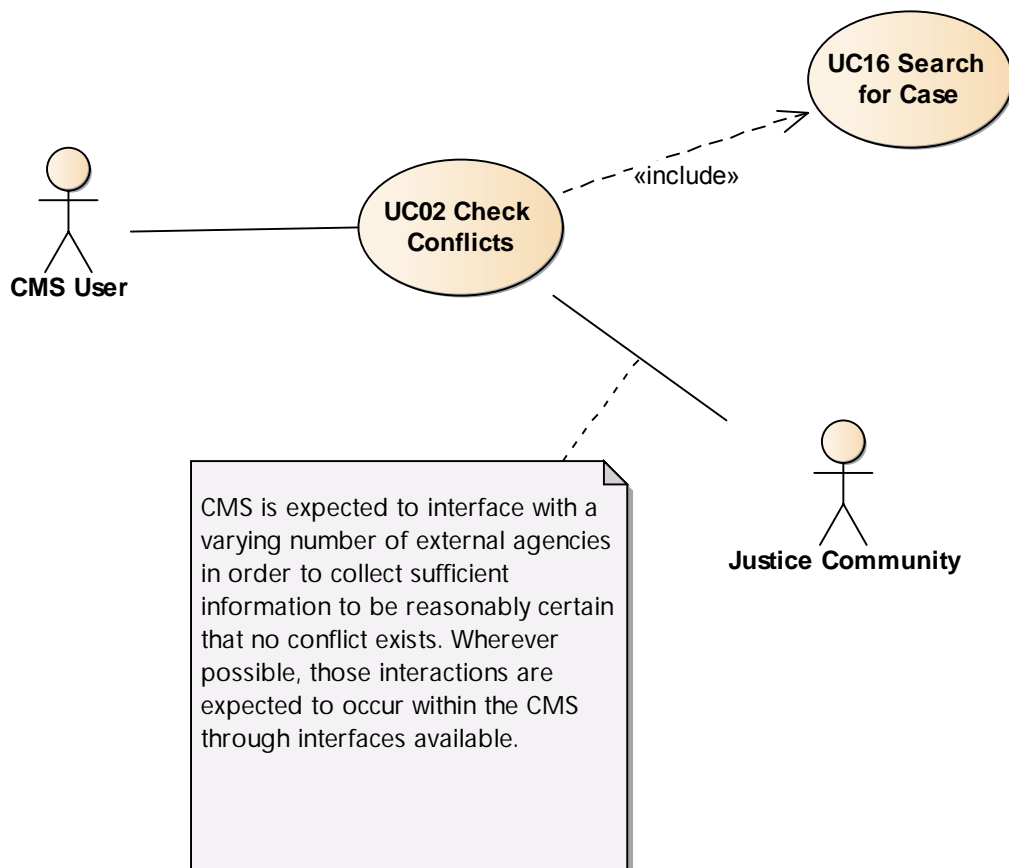





Figure 25: Check Conflicts

<p> Basic Path. <u>No conflicts found</u> Check for conflicts where no conflicts exist.</p>

 Alternate. Conflict identified
Check for conflicts where a conflict is found.


REQUIREMENTS


 Requirement. LACPD107F Add Data to Conflict Report
Must have the ability to add data to the conflict report after subsequent searches.


 Requirement. LACPD136F Alerts
Must provide alerts for any event defined by the system administrator. For example:


- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators.
- Seven days before a report on a case is due
- Overdue reports


CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.


 Requirement. LACPD098F Audited Corrections
Should allow incorrect data to be corrected with an audit trail of the updated data record. Audit trail should include, but not be limited to, date and time change is made, and who made the change.


 Requirement. LACPD103F Case Switching
Must allow users to switch from one case or case document to another.


 Requirement. LACPD097F Compare Data from Other Sources
Must compare case data against data from the court system (for cases in progress) and the Archival System (for closed cases) to determine and correct inconsistencies. Must generate an exception report to show inconsistent data.

 Requirement. LACPD110F Conflict Acceptance/Rejection
Must allow the Head Deputy or other designated staff person the option of rejecting or accepting the conflict, and routing it back to the practicing attorney to either continue with the case or bring it up in court for appointment of an alternate.

 Requirement. LACPD102F Multi-Document View
Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.

 Requirement. LACPD132F Multiple Windows
Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.

 Requirement. LACPD106F PD Conflict Report
Must have the capability to save conflicts to a “conflict report” with all the relevant detail e.g. case number, name, charges, co-defendant, witness, attorney, and conflict reason and system name from where the match was found.

 Requirement. LACPD109F Route Conflict Case to Approving Authority
Must be able to route the case folder to the Head Deputy (or whoever needs to approve the conflict) and the case will appear in the Head Deputy’s Conflict Check Inbox and an alert (by email or CMS message) will be sent to the Head Deputy.

POST CONDITION CONSTRAINT

 Conflict Status Updated

CMS records the results of the conflict check.

8.1.3 USE CASE: UC03 ASSIGN CASE

Places the case or a marker representing the case in a logical work queue to be worked by one or more actors.

Name: Assign Case
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

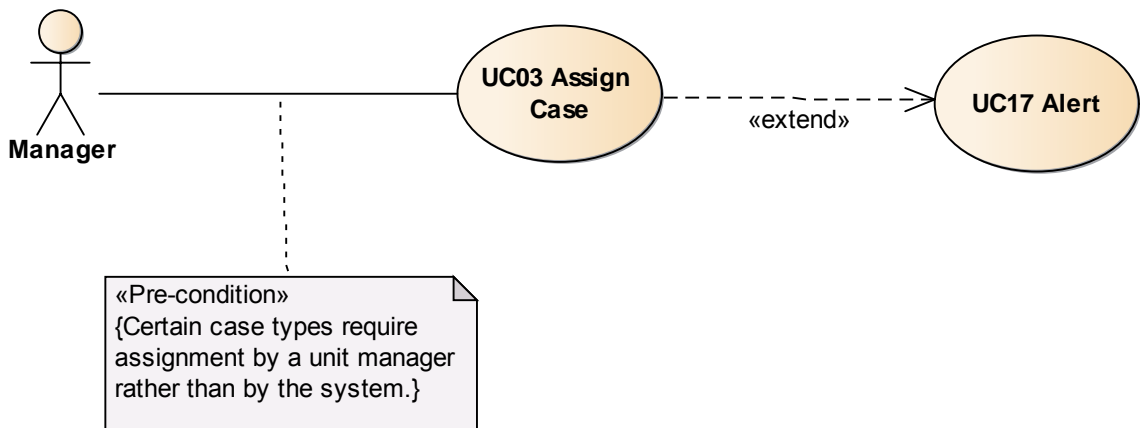







Figure 26: Assign Case

<p> Basic Path. <u>Automated Assignment</u> The system assigns the case automatically based on rules configured for case assignment. Most cases will be automatically assigned.</p>
<p> Alternate. <u>Manager assigns a new case</u> Based on a set of configured rules, certain case types will be flagged for assignment by unit manager.</p>
<p> Alternate. <u>Reassign a case</u> Modify the case so that it is assigned to a different attorney or case worker.</p>
<p> Alternate. <u>Reassign all cases from one attorney to another</u> When an attorney is transferred or leaves the PD all of his/her cases are transferred to another attorney, or to several attorneys.</p>
<p> Alternate. <u>Assign a case to multiple attorneys</u> Assign a case to more than one attorney.</p>

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPF136F Alerts</u> Must provide alerts for any event defined by the system administrator. For example:</p> <ul style="list-style-type: none">• An alert will be sent to the investigator when a case is closed on a pending investigation request• Investigation completed• Case closed• Case status changes• Special circumstances dismissed• Monthly status report generation sent to the capital case coordinators• Seven days before a report on a case is due• Overdue reports <p>CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD120F Attorney Case Assignment</u> Must use the case value and attorney characteristics to present a list of possible attorneys suited to take the case and allow the Manager in Charge to choose one of the suggested attorneys or overrule the suggestion and make an assignment.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD115F Case Types</u> Must suggest the case type for cases that are electronically received. Must allow user to override and/or supplement the suggested case type. Should maintain an audit log of any such overrides. Cases with multiple types must be counted only once in overall filing statistics.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD117F Case Weight</u> Must assign a weight to each case based upon the characteristics of a case (e.g. misdemeanor, felony, juvenile, mental health, Miranda, Line-up, In-office advice, number and type of charges, court location, number of activities and court events required for that case type, etc.).</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD114F Characteristic-Based Assignments</u> Must use characteristics for case assignment. Must allow exceptions to characteristic-based assignment.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD118F Refreshed Value</u> Must update case value as assessed by the attorneys in real-time.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD225F Route case to APD</u> Must have the ability to route the case folder to the APD Office.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD123F Route to Assignee</u> Once the attorney is assigned to the case, the system must generate a workflow and route it to the configured recipient (attorney and/or support staff) and alert that recipient.</p>

REQUIREMENTS

Requirement. LACPD121F Workload Consideration

Must provide the Manager in Charge the option of either including the attorneys' current workload as a factor in what attorneys are presented as possible or allowing the Manager in Charge to see the complete list regardless of workload. (In the latter option the Manager in Charge would be able to select each attorney's name and access an online report of their current case load including the type of cases, court location etc.).

PRE-CONDITION CONSTRAINT

Case Assignment Rules are Configured

Case assignment rules have been properly configured in the CMS system.

POST CONDITION CONSTRAINT

Case Assigned

Case is assigned to an attorney.

Alert Generated

8.1.4 USE CASE: UC04 ADD CONTENT TO CASE FOLDER

Update a court case in CMS with notes, research, documents, investigation information, court events or other information. Content can take the form of a number of different file types including:

- Text file
- MS Word File
- MS Excel File
- MS PowerPoint File
- e-mail file
- Zip file
- .PNG image files
- .JPG image files
- .GIF image files
- PDF format file
- mpeg/ digital video

Content is organized into a virtual file folder structure as described in the Case Folder Structure Business Object.

Name: Add Content to Case Folder
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

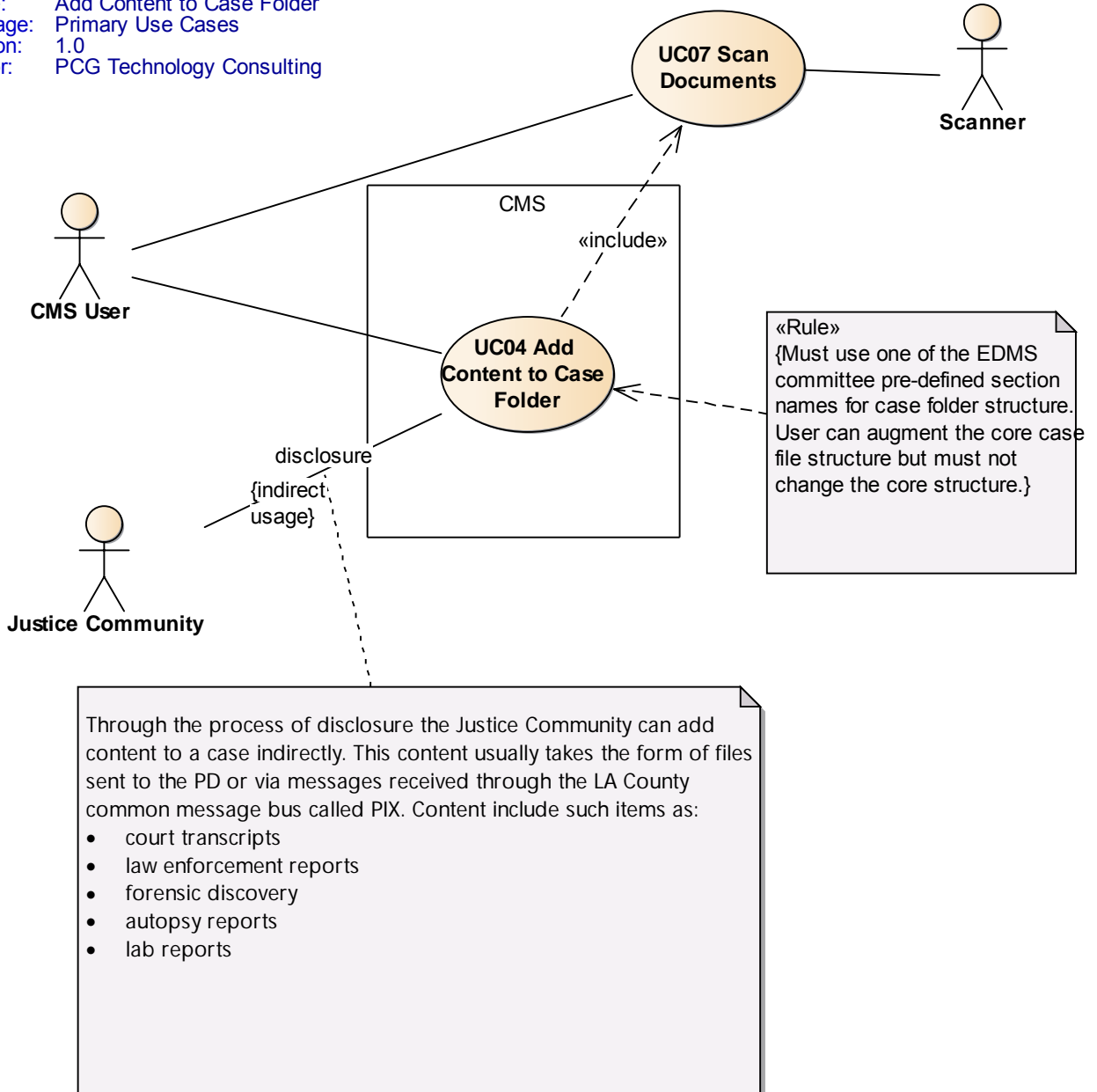







Figure 27: Add Content to Case Folder

<p> Basic Path. <u>Add Documents to Case</u> Add documents to case folder.</p>
<p> Alternate. <u>Add Tasks to Case</u> Adding tasks to a case is described in the separate use case: <u>UC06 Maintain Case Tasks</u></p>
<p> Alternate. <u>Add Notes to Case</u> Add notes to the case. Add notes to an attached document.</p>
<p> Alternate. <u>Scan documents</u></p>

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

Scan documents and add to case.
 Alternate. <u>Add media to case</u> Add images, compressed files, and email to a case.
 Alternate. <u>Add template based forms to Case</u> Add a form to a case based on a configured template. The actor edits the content of the form as it is added to CMS.
 Alternate. <u>Add a folder to the virtual case file</u> Add a new folder to the existing case file folder structure.
 Alternate. <u>Add reference to another case</u> Add a reference to another case in the CMS and describe how cases are related
 Alternate. <u>Add a reference to a portion of another case</u> Add a reference to specific content of another case.

REQUIREMENTS

<input checked="" type="checkbox"/> Requirement. <u>LACPD084F Add Documents</u> Must allow individual users to add new electronic content to a case folder. Documents can be added system to system, person to person, or person to system. For example, documents can be: <ol style="list-style-type: none">1. Added electronically (e.g. using MS Word or other tools)2. Scanned from an original physical document.3. Received electronically via e-mail or other similar delivery means4. Copied from other electronic media.
<input checked="" type="checkbox"/> Requirement. <u>LACPD134F Add Portal Based Documents</u> Must allow any document to be easily added to the case file under the appropriate sub-folder heading (e.g. Expert Witnesses Reports, jury instructions and motions).
<input checked="" type="checkbox"/> Requirement. <u>LACPD218F Annotate Case Documents</u> Must allow the user to annotate documents stored in case folders.
<input checked="" type="checkbox"/> Requirement. <u>LACPD086F Audit Document Activity</u> Must maintain an audit log of all documents added, moved or updated to the case folder (e.g. type of document, user adding, date and time).
<input checked="" type="checkbox"/> Requirement. <u>LACPD098F Audited Corrections</u> Should allow incorrect data to be corrected with an audit trail of the updated data record. Audit trail should include, but not be limited to, date and time change is made, and who made the change.
<input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD097F Compare Data from Other Sources</u> Must compare case data against data from the court system (for cases in progress) and the Archival System (for closed cases) to determine and correct inconsistencies. Must generate an exception report to show inconsistent data.
<input checked="" type="checkbox"/> Requirement. <u>LACPD087F Document Number</u> Must add a unique document number to each added document.
<input checked="" type="checkbox"/> Requirement. <u>LACPD085F Document Placement</u>

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

REQUIREMENTS
Must add new documents to the correct sub folder of a case based on metadata passed in a workflow process (e.g. add a completed investigation report).
<input checked="" type="checkbox"/> Requirement. <u>LACPD088F Document Placement Exceptions</u> Must route exceptions automatically to an exception queue for review (e.g. documents that fail to be added to a sub-folder).
<input checked="" type="checkbox"/> Requirement. <u>LACPD214F Document Versioning</u> Must import and maintain multiple versions of the same document. Must distinguish between versions of the same document.
<input checked="" type="checkbox"/> Requirement. <u>LACPD089F Electronic Receipts</u> Must create an electronic receipt when an electronic document is received.
<input checked="" type="checkbox"/> Requirement. <u>LACPD186F External Document Sources</u> Must be able to populate the case folder structure using information from DMS, PDARTS and the LA County Justice Community Systems.
<input checked="" type="checkbox"/> Requirement. <u>LACPD190F Import from Multiple Media Types</u> Must import documents from a number of media types including, but not limited to: <ul style="list-style-type: none">• Compact Disk (CD)• Email• mpeg / Digital Video Disk (DVD)• Zip file• .png files• .jpg files• .gif files• PDF format
<input checked="" type="checkbox"/> Requirement. <u>LACPD225F Manage Case File Structure</u> Must allow users to augment an existing case file structure by adding new folders.
<input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.
<input checked="" type="checkbox"/> Requirement. <u>LACPD143F Notes</u> Must allow users to record notes at any time throughout the life of the case. Notes must automatically have date, time and creator attached. Users may have the option of designing a category of note, creating note templates and/or sharing notes with other users.
<input checked="" type="checkbox"/> Requirement. <u>LACPD217F Organize Documents</u> Must allow users to organize documents within a case folder as they see fit.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD212F Physical File and Document Tracking</u> Must track location of physical documents and files within the PD offices.
<input checked="" type="checkbox"/> Requirement. <u>LACPD221F Record Interview with Client</u> Must provide “interview forms” to collect information from the attorney interview with the client.
<input checked="" type="checkbox"/> Requirement. <u>LACPD216 Request Document Viewer/Player</u> Must alert user that electronic content cannot be read by the system. Must submit a work request to IT for viewers or players for documents that are in a format unrecognized by the system.

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD090F Staff Defined Sub folders</u> Must allow users to define sub-folders.
<input checked="" type="checkbox"/> Requirement. <u>LACPD224F Title Sheet for Scanned Cases</u> Must create a title sheet for insertion at front of all scanned case files for use in the automated and manual document indexing process.
<input checked="" type="checkbox"/> Requirement. <u>LACPD213F Track Physical Evidence</u> Must allow tracking of the location of physical evidence, exhibits and material maintained within the PD offices.
<input checked="" type="checkbox"/> Requirement. <u>LACPD215F Unknown Document Formats</u> Must import content that is in a format for which no application is installed to view it. No conversion of such content should be necessary.
<input checked="" type="checkbox"/> Requirement. <u>LACPD129F Word Templates</u> Must provide standard forms in Word template format that can be retrieved and reused (including: case-specific data, motions, standard motions, request for experts, investigation requests, witness-based forms, jail attorney forms, discovery forms, jury instructions, communication to experts to do specific things, requests for other justice partners such as the Sheriff or Coroner).

8.1.5 USE CASE: UC05 CALENDAR COURT CASE

Court dates and other similar events are determined by external Justice Systems. These events are communicated to the PD via message bus (PIX) or via file import. Court calendar events imported into CMS are exported to the assigned attorney's MS Outlook calendar and alerts are generated for the attorney and other as configured by the system administrator.

Name: Calendar Case
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

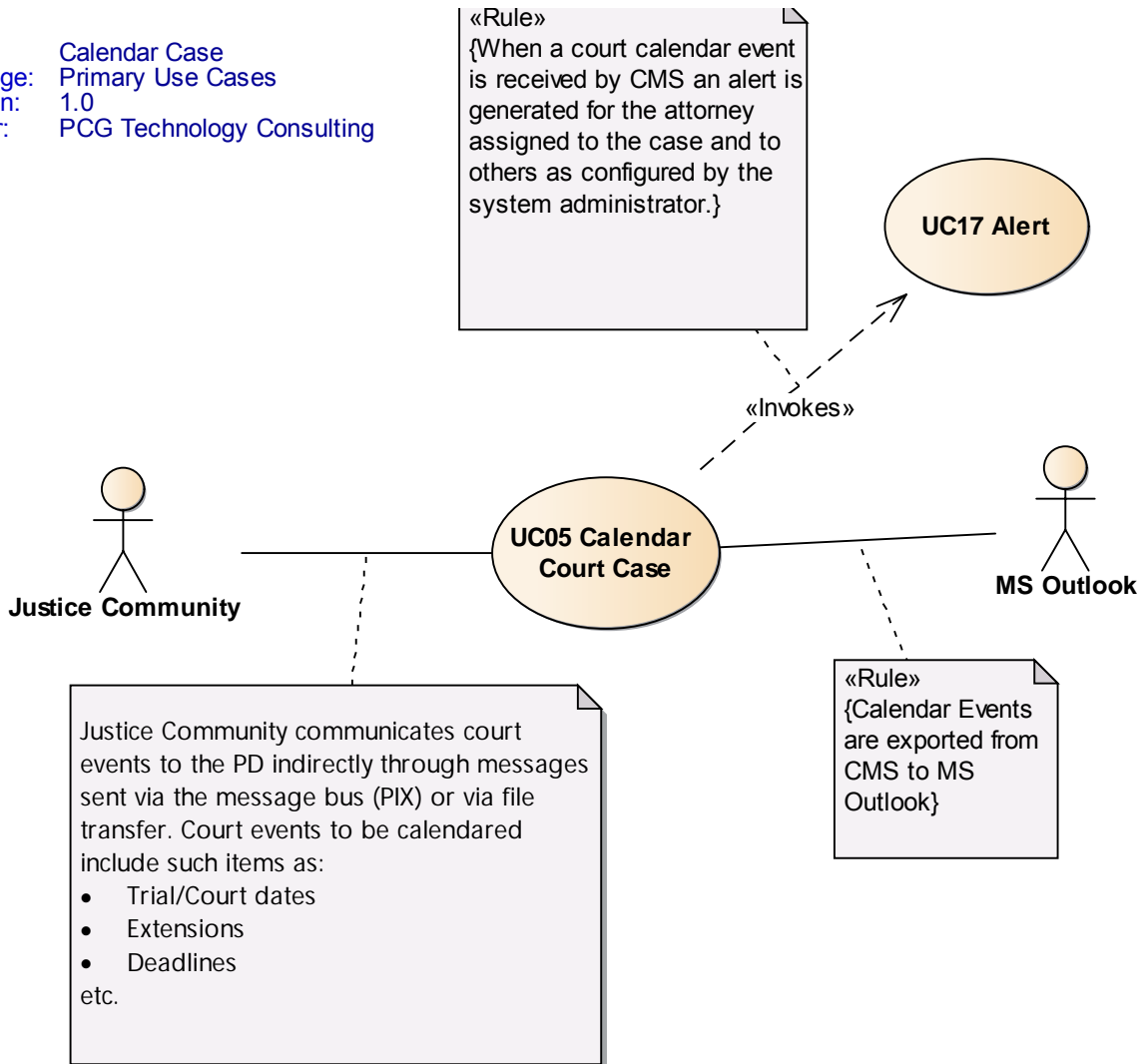


Figure 28: Calendar Case

REQUIREMENTS

Requirement. LACPD136F Alerts

Must provide alerts for any event defined by the system administrator. For example:

- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators
- Seven days before a report on a case is due
- Overdue reports

CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD162F Calendaring</u> Must create, update and delete appointments and tasks and update the users' calendars. Must allow user to manually create, update and delete tasks and appointments to their calendar through CMS.
<input checked="" type="checkbox"/> Requirement. <u>LACPD223F Calendaring View</u> Must allow users to view calendars in daily, weekly or monthly mode.
<input checked="" type="checkbox"/> Requirement. <u>LACPD163F Court Event Information</u> Must accept court event information from the court system and update CMS users' calendars with that information.
<input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD161F Outlook</u> Must be able to support using Microsoft Outlook for this function.
<input checked="" type="checkbox"/> Requirement. <u>LACPD165F Scheduling Conflicts</u> Must provide a means of addressing or preventing overlapping scheduling.

8.1.6 USE CASE: UC06 MAINTAIN CASE TASKS

Add, update, and delete tasks associated with a case. Default tasks associated with a given case type are configured by the system administrator. New cases of a given case type will inherit the default tasks associated with that case type. The actor can augment or change the tasks associated with a case. Tasks represent specific work to be performed for a case.

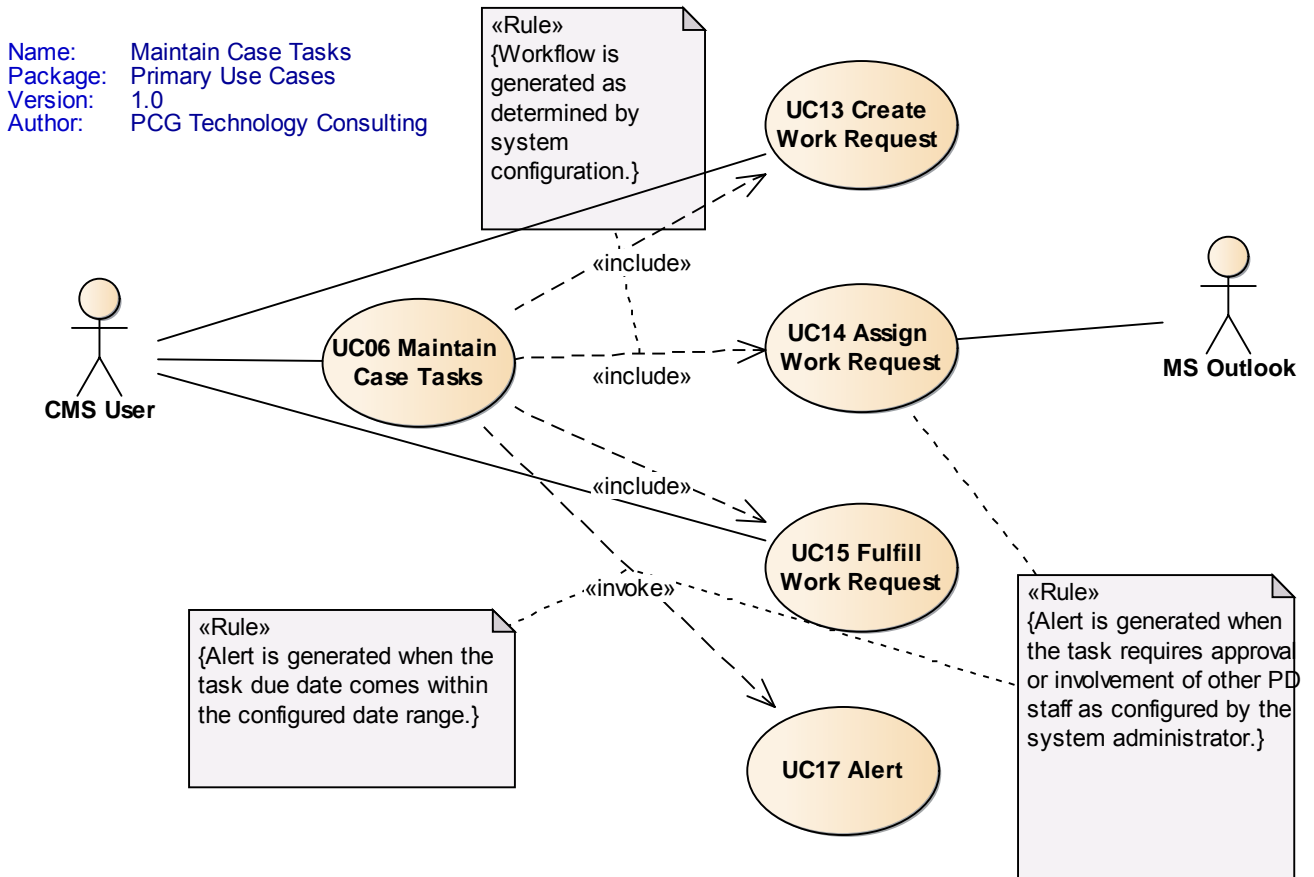


Figure 29: Maintain Case Tasks

<p> Basic Path. <u>Add a task</u> Add a task to a case.</p>
<p> Alternate. <u>Complete a task</u> Mark a task as complete.</p>
<p> Alternate. <u>Assign a task</u> Assign a task to someone else working on the case. This may require the approval of a manager based on configured settings.</p>
<p> Alternate. <u>Change task date</u> Change the date when a task is due to be completed.</p>
<p> Alternate. <u>Remove a task</u> Remove a task from a case. This may require the approval of a manager based on configured settings.</p>

REQUIREMENTS

- Requirement. LACPD110F Conflict Acceptance/Rejection
 Must allow the Head Deputy or other designated staff person the option of rejecting or accepting the conflict, and routing it back to the practicing attorney to either continue with the case or bring it up in court for appointment of an alternate.

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD197F Manage Registration Fees</u> Must support and report on the collection of registration fees.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD151F Reassignment</u> Must allow users to reassign tasks to other individuals or the case to other attorneys. Must allow reassignment of single case or batches of cases.
<input checked="" type="checkbox"/> Requirement. <u>LACPD109F Route Conflict Case to Approving Authority</u> Must be able to route the case folder to the Head Deputy (or whoever needs to approve the conflict) and the case will appear in the Head Deputy's Conflict Check Inbox and an alert (by email or CMS message) will be sent to the Head Deputy.
<input checked="" type="checkbox"/> Requirement. <u>LACPD139F Support Staff Work Requests</u> Must send request with set tasks and deadlines that need to be completed to Support Staff (e.g. Investigators, Paralegals, etc.).
<input checked="" type="checkbox"/> Requirement. <u>LACPD201F Work Request Completion</u> Must close work requests based on: <ul style="list-style-type: none">• Completion of the assignment.• Closure of the case before completion of the assignment.• Change of case status (for example: no longer special circumstances).
<input checked="" type="checkbox"/> Requirement. <u>LACPD125F Workflow Override</u> Must allow users to override case-specific process steps if required (e.g. an investigation that is usually only done in felony cases is required in a complex misdemeanor case). Managers can override any case, attorneys and other users can override their own cases.
<input checked="" type="checkbox"/> Requirement. <u>LACPD124F Workflows</u> Must provide flexibility of a workflow tool to control processes such as case tasks, work requests, conflict checking, etc.
PRE-CONDITION CONSTRAINT
<input checked="" type="checkbox"/> <u>Default tasks configured</u> Default case tasks have been configured for each case type.
<input checked="" type="checkbox"/> <u>Workflow rules configured</u> Work flow and workflow rules have been configured in CMS.
POST CONDITION CONSTRAINT
<input checked="" type="checkbox"/> <u>Workflow created</u> For tasks that require workflows, a workflow is created based on configured rules.

8.1.7 USE CASE: UC07 SCAN DOCUMENTS

Scan physical case documents Scanning is performed both in-house using scanning devices, and by a contracted scanning firm. CMS tracks the state of all documents being scanned including the scanning vendor used, the date and time the document was sent out, date and time expected to return and the actual return date and time.

Name: Scan Documents
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

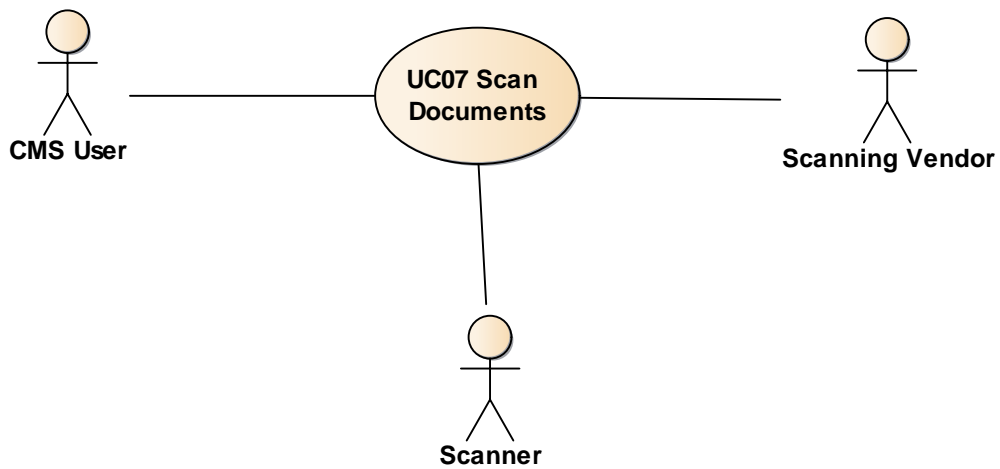


Figure 30: Scan Documents

<p>H Basic Path. <u>Send document to be scanned by external firm</u> Documents for a closed or inactive case are batched, labeled, separated and sent out to a contracted firm for scanning. CMS tracks the documents sent, their current state and expected arrival in electronic form. In preparation for sending the documents, the actor uses CMS to print a physical title page and separator sheets for the collection of documents to be scanned. Separator sheets are printed based on the virtual file structure created in CMS.</p>
<p>H Alternate. <u>Scan document locally</u> The actor uses an internal scanning device to scan the document and add it to a CMS case. For devices with the necessary features, the electronic image and information is automatically added to the CMS case.</p>

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD080F Distributed Scanning</u> Must support distributed scanning at multiple locations</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD082F Images & Indexes</u> Must automatically capture and maintain document image and index information from the scanning system operation and any future scanning and indexing solution.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD081F Scanning and Indexing</u> Must support the existing scanning and indexing process as well as any future scanning and indexing processes.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD079F Separation of Scanned Documents</u> Must employ a method of separating documents within cases for use in the automated and manual document indexing process.</p>

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD224F Title Sheet for Scanned Cases</u> Must create a title sheet for insertion at front of all scanned case files for use in the automated and manual document indexing process.

PRE-CONDITION CONSTRAINT
<input checked="" type="checkbox"/> <u>Case exists in CMS</u> The court case for which documents are being scanned exists in CMS.

POST CONDITION CONSTRAINT
<input checked="" type="checkbox"/> <u>Electronic Documents added to case folder</u> The scanned documents are added to the proper case folder structure.

<input checked="" type="checkbox"/> <u>Physical Documents Tracked</u> CMS maintains information to track the location and state of all physical documents.

8.1.8 USE CASE: UC08 VIEW CASE CONTENT

View the contents of the CMS system associated with a court case. Contents may include notes, research, investigation information, documents, court events and more.

Name: View Case Content
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

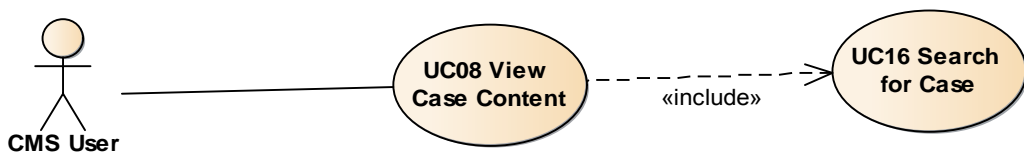


Figure 31: View Case Content

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.
<input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD143F Notes</u>

REQUIREMENTS
Must allow users to record notes at any time throughout the life of the case. Notes must automatically have date, time and creator attached. Users may have the option of designing a category of note, creating note templates and/or sharing notes with other users.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD216F Request Document Viewer/Player</u> Must alert user that electronic content cannot be read by the system. Must submit a work request to IT for viewers or players for documents that are in a format unrecognized by the system.
<input checked="" type="checkbox"/> Requirement. <u>LACPD215F Unknown Document Formats</u> Must import content that is in a format for which no application is installed to view it. No conversion of such content should be necessary.

CONSTRAINTS
<input type="checkbox"/> Invariant. <u>Security Rules established</u> Access rules are configured in CMS granting read access to the proper users.

8.1.9 USE CASE: UC09 SHARE CASE INFORMATION

Sends information about a case to an external party. CMS tracks the date, time and recipient information.

Name: Share Case Information
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

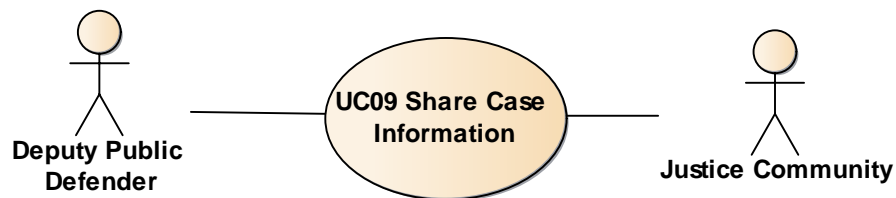


Figure 32: Share Case Information

<input checked="" type="checkbox"/> Basic Path. <u>Share a case document</u> Actor selects a specific document to be shared. The document is exported or otherwise prepared to be e-mailed or transferred to external media for transmission. CMS tracks the date and time sent and information to identify the recipient.
<input checked="" type="checkbox"/> Alternate. <u>Share a case folder</u> The actor selects an entire case folder to share. CMS prepares the documents to be exported, e-mailed or transferred to external media for transmission to recipient. CMS tracks the date and time sent and information to identify the recipient.
<input checked="" type="checkbox"/> Alternate. <u>Redact document</u> The actor redacts portions of a document. The redacted document is saved to CMS along with information about the document's sent date and recipient.

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REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD171F Check-in Case Folders</u> Must allow users to “check-in” the case along with any new documents or data added.
<input checked="" type="checkbox"/> Requirement. <u>LACPD170F Check-out Case Folders</u> Must allow users to “check-out” case folders onto a portable device.
<input checked="" type="checkbox"/> Requirement. <u>LACPD152F Extract Portions of a Document</u> Must allow users to extract selected sections of documents.
<input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.
<input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD095F Redaction of Shared Documents</u> Must allow individual users to redact information when sharing documents with other parties
<input checked="" type="checkbox"/> Requirement. <u>LACPD225F Route case to APD</u> Must have the ability to route the case folder to the APD Office.

CONSTRAINTS
<input type="checkbox"/> Invariant. <u>Based on Security Rules</u> Sharing case information is granted to the actor based on security roles configured in the system.
POST CONDITION CONSTRAINT
<input type="checkbox"/> <u>Sharing Information Recorded</u> CMS records and maintain information related to any and all case information shared. Information maintained includes the specific documents and/or fields shared, when information was provided, to whom and by whom.

8.1.10 USE CASE: UC10 UPDATE CASE STATUS BASED ON EVENTS

Changes the status of the case based on a case event received from the court or from an action taken by the attorney. Events received from the court include such examples as:

- Held to Answer
- Arraignment
- Set to Trial
- Found Guilty/Not Guilty

Events generated by the attorney include such examples as:

- File an appeal
- Request new trial date

Events trigger configurable responses in the CMS system. Examples of such responses include:

- Generate a workflow
- Generate an alert
- Add or update tasks on the case
- Add time based triggers for other actions

Name: Dispose Case
Package: Primary Use Cases
Version: 1.0
Author: PCG Technology Consulting

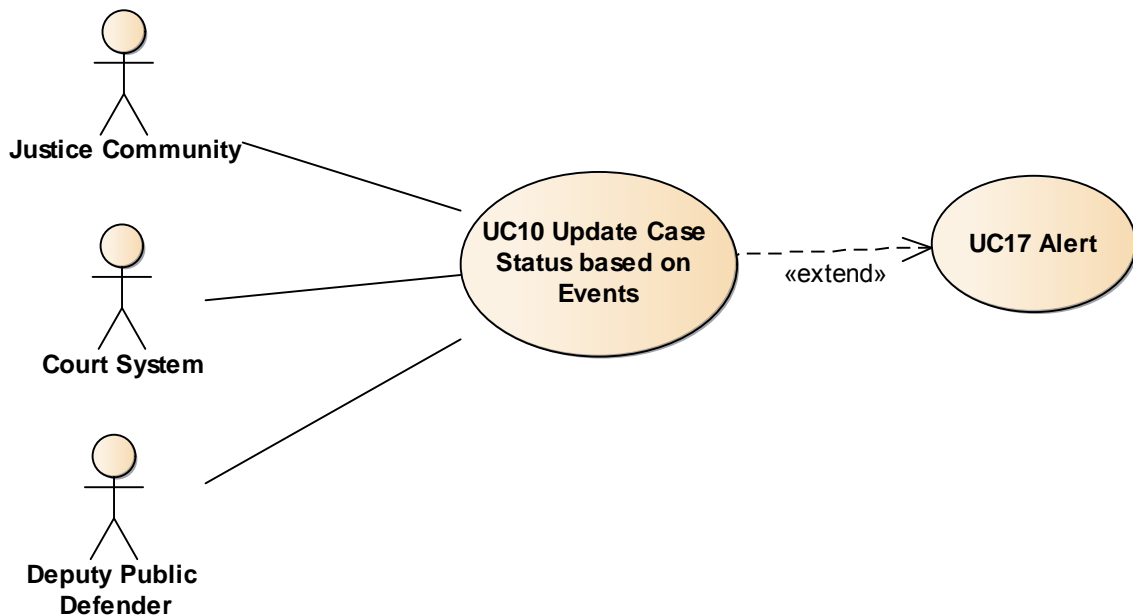


Figure 33: Update Case Status Based on Events

REQUIREMENTS

Requirement. LACPD136F Alerts

Must provide alerts for any event defined by the system administrator. For example:

- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed.
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators.
- Seven days before a report on a case is due
- Overdue reports

CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD173F Case Disposition</u> Must update case disposition from external systems or authorized users. Based on the established workflow, the disposition selected will determine the next process step (e.g. in juvenile cases – the case would remain active and go into the juvenile case monitoring stage).</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.</p>

8.1.11 USE CASE: UC11 DEACTIVATE CASE

The CMS automatically deactivates an active case. Performs all the necessary checks to ensure that the case meets all the defined criteria for being deactivated.

Name: Deactivate Case
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

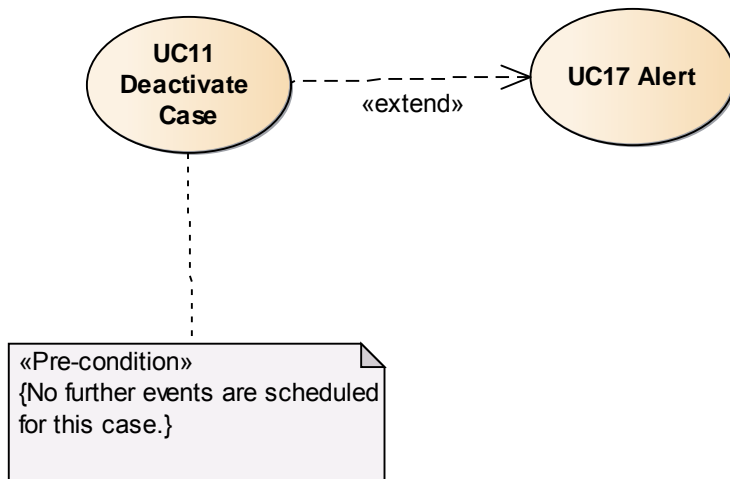


Figure 34: Deactivate Case

<p><input checked="" type="checkbox"/> Basic Path. <u>Archive a deactivated case</u> Case related physical documents and other physical artifacts are prepared for placement into an archival storage facility.</p>

REQUIREMENTS

REQUIREMENTS

Requirement. LACPD136F Alerts

Must provide alerts for any event defined by the system administrator. For example:

- An alert will be sent to the investigator when a case is closed on a pending investigation request
- Investigation completed
- Case closed
- Case status changes
- Special circumstances dismissed
- Monthly status report generation sent to the capital case coordinators
- Seven days before a report on a case is due
- Overdue reports

CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.

Requirement. LACPD220F Other Administer Cases

Must allow users to administer cases not their own, including modifying calendars.

PRE-CONDITION CONSTRAINT

No Events Scheduled

There are no further events scheduled for the case.

8.1.12 USE CASE: UC12 SEND REQUEST TO EXTERNAL AGENCY

Actor sends one of many various requests for information or for action by an external agency. The request is submitted through the CMS and is associated with a case. CMS tracks the status of pending and completed requests. Responses to requests are received and added as content to a case (see UC04 Add Content to Case Folder).

Name: Send Request to External Agency
 Package: Primary Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

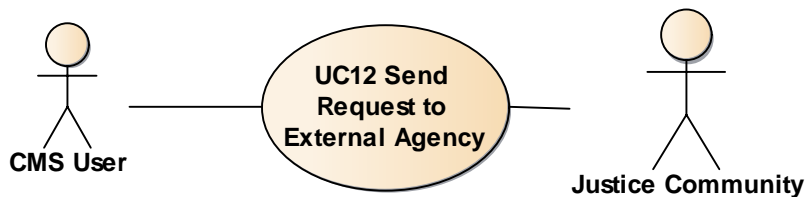


Figure 35: Send Request to External Agency

Basic Path. Subpoena a witness

Subpoena a law enforcement officer to appear as a witness

Alternate. Coroner's Report

Send a request to the Coroner's office for autopsy results related to a case.

Alternate. Mental Health Report

Request a mental health report for a defendant.
 Alternate. School Report Request a report from a juvenile defendant’s school.

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. LACPD098F Audited Corrections Should allow incorrect data to be corrected with an audit trail of the updated data record. Audit trail should include, but not be limited to, date and time change is made, and who made the change.
<input checked="" type="checkbox"/> Requirement. LACPD232F Send Requests to External Agencies Must provide the ability to send requests and/or notifications to other agencies within the Justice Community. Examples of requests include, but are not limited to: subpoenas to law agencies for law officer to appear; requests to Coroner for autopsy results; requests to mental health agencies for reports on patients/defendants; requests to school agencies for reports on juvenile defendants, etc.
<input checked="" type="checkbox"/> Requirement. LACPD129F Word Templates Must provide standard forms in Word template format that can be retrieved and reused (including: case-specific data, motions, standard motions, request for experts, investigation requests, witness-based forms, jail attorney forms, discovery forms, jury instructions, communication to experts to do specific things, requests for other justice partners such as the Sheriff or Coroner).
<input checked="" type="checkbox"/> Requirement. LACPD125F Workflow Override Must allow users to override case-specific process steps if required (e.g. an investigation that is usually only done in felony cases is required in a complex misdemeanor case). Managers can override any case, attorneys and other users can override their own cases.
<input checked="" type="checkbox"/> Requirement. LACPD124F Workflows Must provide flexibility of a workflow tool to control processes such as case tasks, work requests, conflict checking, etc.

8.2 WORK FLOW USE CASES

Use cases related to processing work requests within the PD office.

Name: Work Flow Use Cases
 Package: Work Flow Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

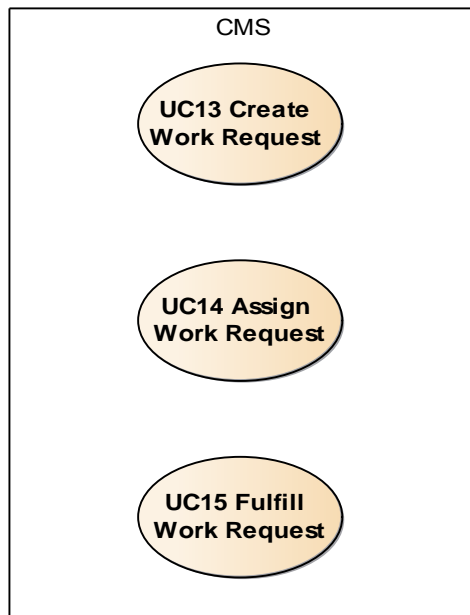


Figure 36: Work Flow Use Cases

8.2.1 Use CASE: UC13 CREATE WORK REQUEST

The actor submits a request for work to be performed in support of a specific case.

Name: Create Work Request
 Package: Work Flow Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

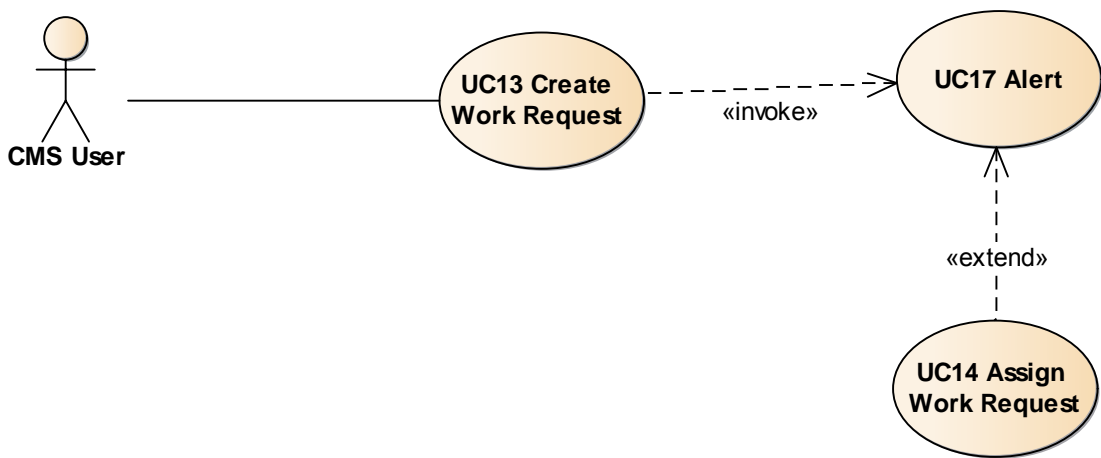


Figure 37: Create Work Request

Basic Path. <u>Open an Investigation</u>
Alternate. <u>Request Paralegal work</u>
Alternate. <u>Request LOSA work</u>
Alternate. <u>Request SME work</u>
Alternate. <u>Request Resource Attorney work</u>
Alternate. <u>Reopen investigation</u> Re-opens a previously closed investigation.
Alternate. <u>Request Social Worker/Psychiatric Social Worker work</u>
Alternate. <u>Create a Supplemental Request</u> Supplemental tasks are added to an existing work request.
Alternate. <u>Request Interpreter Work</u>
Alternate. <u>Request IT Work</u>

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD136F Alerts</u> Must provide alerts for any event defined by the system administrator. For example:</p> <ul style="list-style-type: none">• An alert will be sent to the investigator when a case is closed on a pending investigation request• Investigation completed• Case closed• Case status changes• Special circumstances dismissed• Monthly status report generation sent to the capital case coordinators• Seven days before a report on a case is due• Overdue reports <p>CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD192F Create Work Requests</u> Must create work requests for staff, including:</p> <ul style="list-style-type: none">• Investigators• Paralegals• LOSAs• Social Workers• Resource Attorneys
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD141F Re-Open Work Request</u> Must allow users to re-open a Work Request; must send an alert to the original Support Staff.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD216F Request Document Viewer/Player</u> Must alert user that electronic content cannot be read by the system. Must submit a work request to IT for viewers or players for documents that are in a format unrecognized by the system.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD139F Support Staff Work Requests</u> Must send request with set tasks and deadlines that need to be completed to Support Staff (e.g. Investigators, Paralegals, etc.).</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD191F Work Request Assignment</u> Must support assigning work requests to the appropriate PD staff based on user characteristics and, if appropriate, the work request value. Must allow the head deputy to override the assignment.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD201F Work Request Completion</u> Must close work requests based on:</p> <ul style="list-style-type: none">• Completion of the assignment.• Closure of the case before completion of the assignment.• Change of case status (For example: no longer special circumstances).

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD200F Work Request Scoring</u> Must support assigning a value to each work request based upon the effort required for the work request.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD135F Work Request Status</u> Must provide work request status, including:</p> <ul style="list-style-type: none"> • Active requests • Past due requests • Requests due in X days • Requests without due date • Number of assigned requests over 30 60 90 days • Number of open special circumstances cases
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD227F Work Request Workflow</u> Work requests must be subject to a configurable workflow.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD124F Workflows</u> Must provide flexibility of a workflow tool to control processes such as case tasks, work requests, conflict checking, etc.</p>

PRE-CONDITION CONSTRAINT
<p><input type="checkbox"/> <u>Workflow Rules Configured</u> Workflow rules have been configured in CMS.</p>
POST CONDITION CONSTRAINT
<p><input type="checkbox"/> <u>Work Request Routed</u> Based on configured rules the work request has been routed to the appropriate queue for assignment.</p>
<p><input type="checkbox"/> <u>Alert Generated</u></p>

8.2.2 USE CASE: UC14 ASSIGN WORK REQUEST

Assign work to support staff based on a submitted work request. Tasks are added to assignee's Outlook calendar.

Name: Assign Work Request
 Package: Work Flow Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

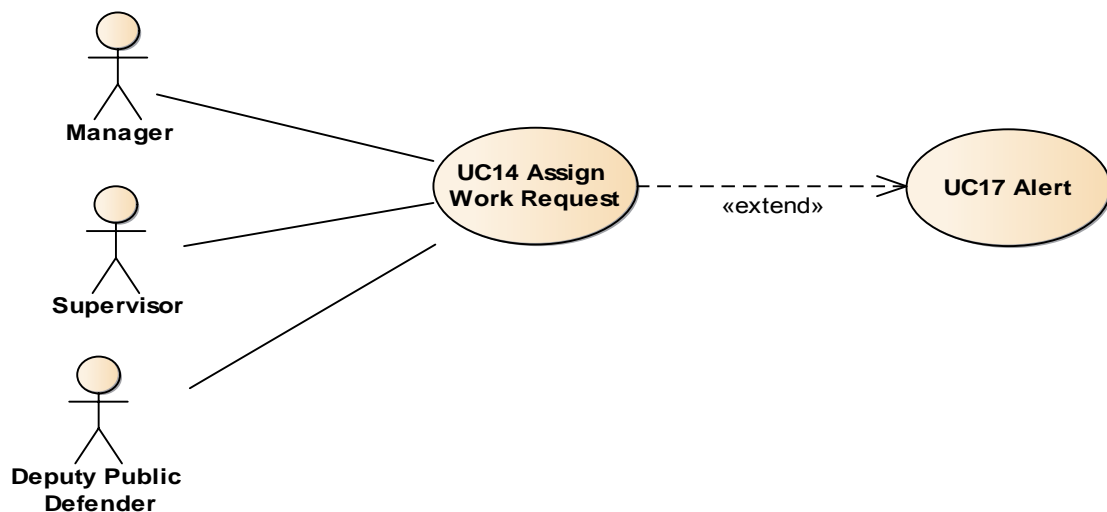




Figure 38: Assign Work Request

 Basic Path. Manager assigns work request
Work request is assigned to support staff by unit manager.

 Alternate. Requestor assigns work request
In cases where the work being requested is to be done by a dedicated resource the requestor can assign the request when it is created.

REQUIREMENTS

Requirement. LACPD103F Case Switching
Must allow users to switch from one case or case document to another.

Requirement. LACPD102F Multi-Document View
Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.

Requirement. LACPD139F Support Staff Work Requests
Must send request with set tasks and deadlines that need to be completed to Support Staff (e.g. Investigators, Paralegals, etc.).


Requirement. LACPD200F Work Request Scoring
Must support assigning a value to each work request based upon the effort required for the work request.

Requirement. LACPD135F Work Request Status
Must provide work request status, including:


- Active requests
- Past due requests
- Requests due in X days
- Requests without due date
- Number of assigned requests over 30 60 90 days
- Number of open special circumstances cases

Requirement. LACPD125F Workflow Override
Must allow users to override case-specific process steps if required (e.g. an investigation that is usually only done in felony cases is required in a complex misdemeanor case). Managers can override any case, attorneys and other users can override their own cases.

PRE-CONDITION CONSTRAINT

 Work Request Created
See UC13 Create Work Request

POST CONDITION CONSTRAINT

 Work request assigned
Work request is assigned to appropriate support staff and routed to their work queue.

 Alert Generated

8.2.3 USE CASE: UC15 FULFILL WORK REQUEST

Support staff performs the work requested and updated the status of the work request.

Name: Fulfill Work Request
 Package: Work Flow Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

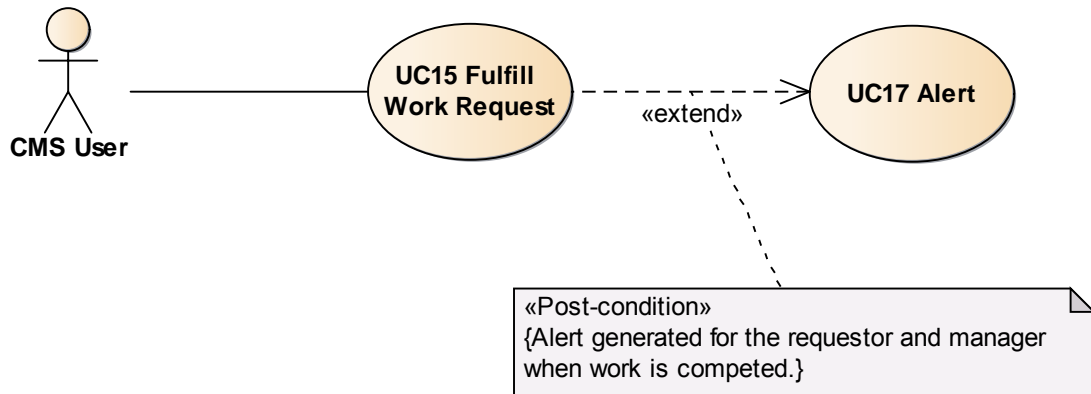




Figure 39: Fulfill Work Request

REQUIREMENTS
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD136F Alerts</u> Must provide alerts for any event defined by the system administrator. For example:</p> <ul style="list-style-type: none"> • An alert will be sent to the investigator when a case is closed on a pending investigation request • Investigation completed • Case closed • Case status changes • Special circumstances dismissed • Monthly status report generation sent to the capital case coordinators • Seven days before a report on a case is due • Overdue reports <p>CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD186F External Document Sources</u> Must be able to populate the case folder structure using information from DMS, PDARTS and the LA County Justice Community Systems.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.</p>
<p><input checked="" type="checkbox"/> Requirement. <u>LACPD143F Notes</u></p>

REQUIREMENTS
Must allow users to record notes at any time throughout the life of the case. Notes must automatically have date, time and creator attached. Users may have the option of designing a category of note, creating note templates and/or sharing notes with other users.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars. F
<input checked="" type="checkbox"/> Requirement. <u>LACPD139F Support Staff Work Requests</u> Must send request with set tasks and deadlines that need to be completed to Support Staff (e.g. Investigators, Paralegals, etc.).
<input checked="" type="checkbox"/> Requirement. <u>LACPD196F Track Case Expenses</u> Must allow users to track expenditures related to the case. Examples: <ul style="list-style-type: none">• Expert witnesses• Witness transport• Travel
<input checked="" type="checkbox"/> Requirement. <u>LACPD213F Track Physical Evidence</u> Must allow tracking of the location of physical evidence, exhibits and material maintained within the PD offices.
<input checked="" type="checkbox"/> Requirement. <u>LACPD195F Track Time Spent on Case</u> Must allow users to indicate the amount of time spent managing the case.
<input checked="" type="checkbox"/> Requirement. <u>LACPD191F Work Request Assignment</u> Must support assigning work requests to the appropriate PD staff based on user characteristics and, if appropriate, the work request value. Must allow the head deputy to override the assignment.
<input checked="" type="checkbox"/> Requirement. <u>LACPD201F Work Request Completion</u> Must close work requests based on: <ul style="list-style-type: none">• Completion of the assignment.• Closure of the case before completion of the assignment.• Change of case status (For example: no longer special circumstances).
<input checked="" type="checkbox"/> Requirement. <u>LACPD135F Work Request Status</u> Must provide work request status, including: <ul style="list-style-type: none">• active requests• Past due requests• Requests due in X days• Requests without due date• number of assigned requests over 30 60 90 days• number of open special circumstances cases
<input checked="" type="checkbox"/> Requirement. <u>LACPD227F Work Request Workflow</u> Work requests must be subject to a configurable workflow.
<input checked="" type="checkbox"/> Requirement. <u>LACPD125F Workflow Override</u> Must allow users to override case-specific process steps if required (e.g. an investigation that is usually only done in felony cases is required in a complex misdemeanor case). Managers can override any case, attorneys and other users can override their own cases.
<input checked="" type="checkbox"/> Requirement. <u>LACPD124F Workflows</u> Must provide flexibility of a workflow tool to control processes such as case tasks, work requests, conflict checking, etc.

PRE-CONDITION CONSTRAINT
<p> <u>Work Request Assigned</u> Work request has been assigned to the actor. <u>See UC14 Assign Work Request</u></p>
POST CONDITION CONSTRAINT
<p> <u>Alert Generated</u></p>

8.3 INCLUDED USE CASES

Use cases that are included by other use cases. These use cases are best understood within the context of another, higher level objective such as those described in the primary use cases.

Name: Included Use Cases
 Package: Included Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

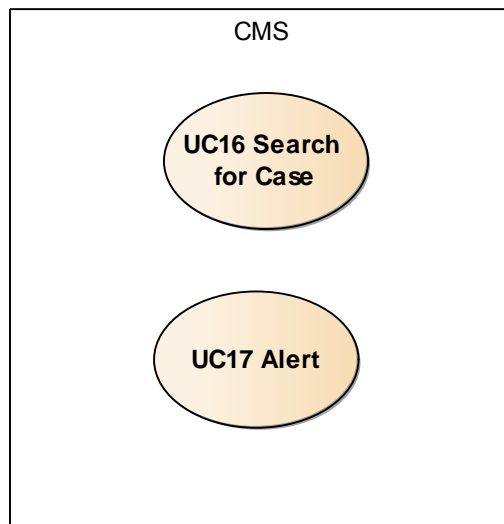


Figure 40: Included Use Cases









8.3.1 USE CASE: UC16 SEARCH FOR CASE

Search for a court case within the CMS system based on specific search criteria.










Name: Search for Case
 Package: Included Use Cases
 Version: 1.0
 Author: PCG Technology Consulting



Figure 41: Search for Case

 Basic Path. Search for case
 Alternate. Check-out case
 Alternate. Check-in case
 Alternate. Abandon check-out
 Alternate. Case not found
 Alternate. Phonic search
 Alternate. Search for people Search for people related to this or other cases.
 Alternate. Search for Case Documents Search for location of case related documents.

REQUIREMENTS

 Requirement. LACPD099F Broad Search Must allow for a broad search (e.g. the first three to four letters of a name) that should include but not be limited to name, case number, date of birth, new status, open charge, charge location and branch, and/or integrate with a third-party system such as County SSA Names Software or other software.
 Requirement. LACPD103F Case Switching Must allow users to switch from one case or case document to another.
 Requirement. LACPD171F Check-in Case Folders Must allow users to “check-in” the case along with any new documents or data added.
 Requirement. LACPD170F Check-out Case Folders Must allow users to “check-out” case folders onto a portable device.
 Requirement. LACPD102F Multi-Document View Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.
 Requirement. LACPD132F Multiple Windows Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.
 Requirement. LACPD100F Phonetic Search Must search for names with a phonetic style of searches that is equal to or greater than Soundex to retrieve similar spellings of names and/or integrate with a third party system such as County SSA Names Software or other software.
 Requirement. LACPD105F Save search Must save each search criteria.
 Requirement. LACPD101F Select from Search Results For hits on cases in progress in CMS or closed cases in the Archival System, must allow the user to select the name or case number for more detailed information.

8.3.2 USE CASE: UC17 ALERT

Send and alert to impacted parties.

Name: Alert
 Package: Included Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

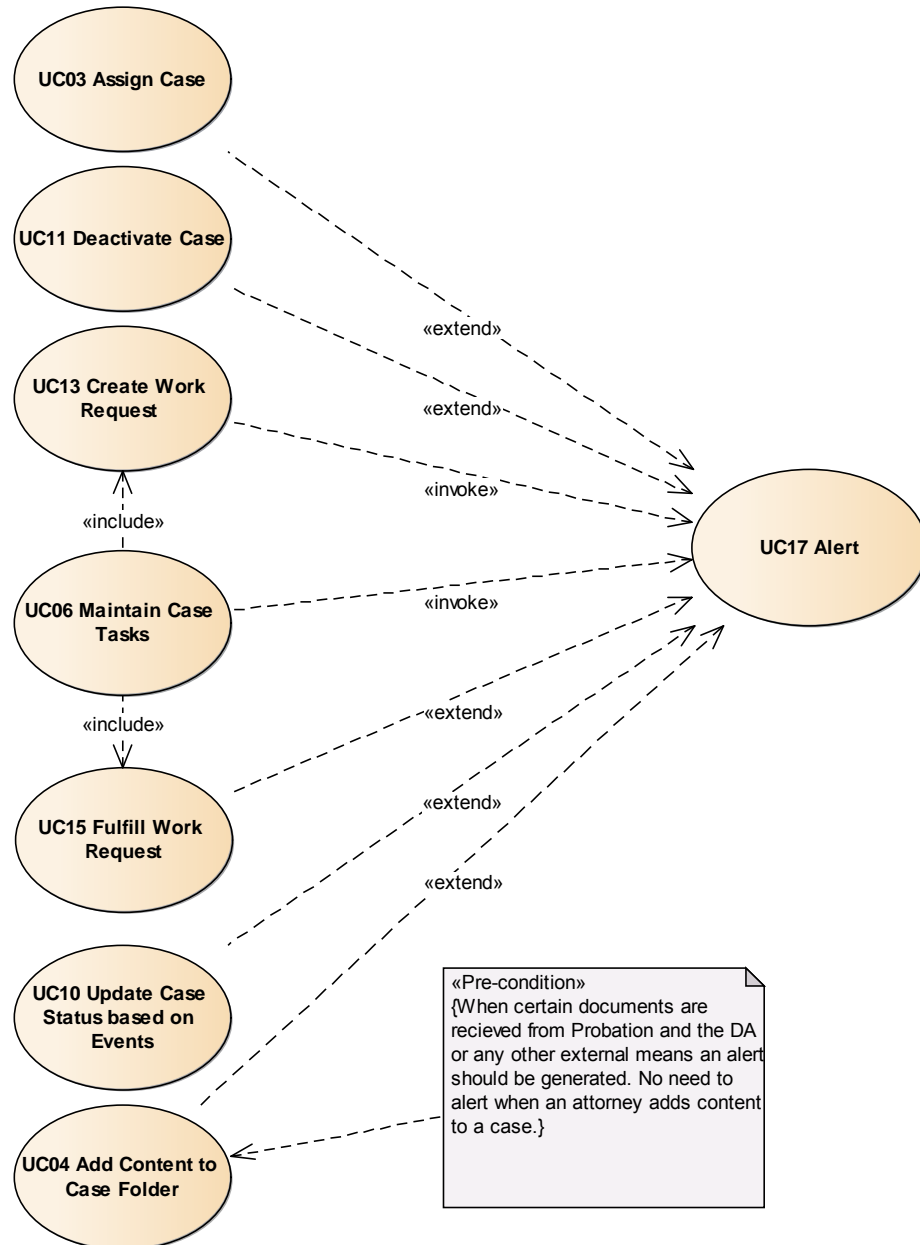












Figure 42: Alert

Basic Path. <u>Case Closed</u>
Alternate. <u>Case status Change</u>

 Alternate. <u>Case closed on pending investigation</u>
 Alternate. <u>Investigation Completed</u>
 Alternate. <u>Special circumstances dismissed</u>
 Alternate. <u>Monthly status report generation sent to the capital case coordinators.</u>
 Alternate. <u>Seven days before a report on a case is due</u>
 Alternate. <u>Overdue reports</u>

REQUIREMENTS
 Requirement. <u>LACPD136F Alerts</u> Must provide alerts for any event defined by the system administrator. For example: <ul style="list-style-type: none">• An alert will be sent to the investigator when a case is closed on a pending investigation request• Investigation completed• Case closed• Case status changes• Special circumstances dismissed• Monthly status report generation sent to the capital case coordinators• Seven days before a report on a case is due• Overdue reports <p>CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.</p>
 Requirement. <u>LACPD088F Document Placement Exceptions</u> Must route exceptions automatically to an exception queue for review (e.g. documents that fail to be added to a sub-folder).
 Requirement. <u>LACPD109F Route Conflict Case to Approving Authority</u> Must be able to route the case folder to the Head Deputy (or whoever needs to approve the conflict) and the case will appear in the Head Deputy's Conflict Check Inbox and an alert (by email or CMS message) will be sent to the Head Deputy.
 Requirement. <u>LACPD184F Threshold Data</u> Should be able to emphasize data that has reached or exceeded a configured threshold.

8.4 MANAGEMENT AND ADMINISTRATION USE CASES

This package contains use cases for managing the PD office and administering the CMS system.

Name: Management and Administrator
Package: Management and Administrator
Version: 1.0
Author: PCG Technology Consulting

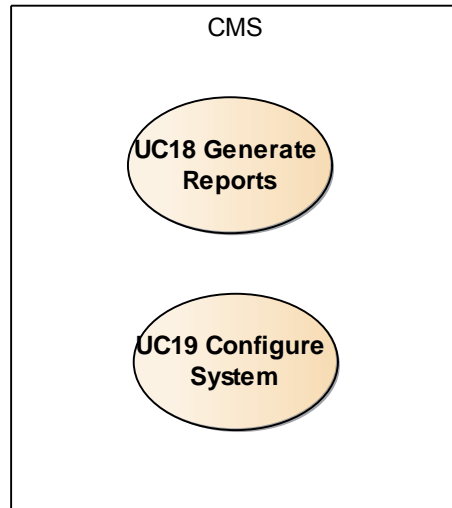


Figure 43: Management and Administration Use Cases

8.4.1 USE CASE: UC18 GENERATE REPORTS

Generate a report on one or more court cases in the CMS. Content for the report may be based on pre-defined criteria or an ad-hoc query.

Name: Generate Reports
Package: Management and Administration Use Cases
Version: 1.0
Author: PCG Technology Consulting

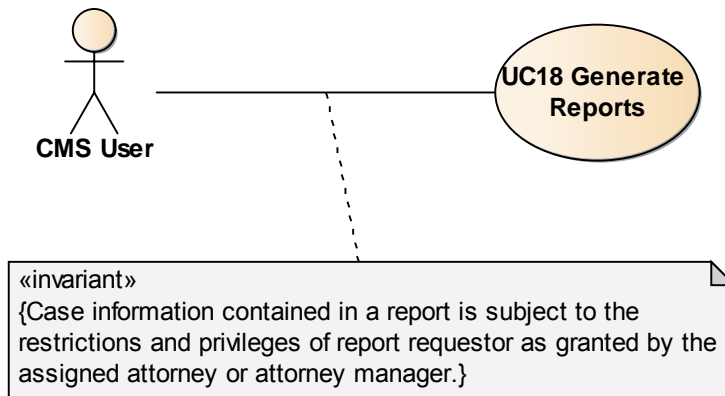













Figure 44: Generate Reports

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

 Basic Path. <u>Generate on-demand reports</u> Generate reports based on user request at any time using pre-defined report formats.
 Alternate. <u>Generate Ad Hoc Reports</u> Generate reports based on user request specifying the search criteria, report format and output type.
 Alternate. <u>Generate pre-defined reports</u> Generate reports based on a scheduled date and time and predefined format.
 Alternate. <u>View report graphically</u> View the output of a report in graphical form. <ul style="list-style-type: none">• Bar Chart• Line Chart• Pie Chart
 Alternate. <u>Export report to alternate output formats.</u> Export report output to any of the following formats: <ul style="list-style-type: none">• Microsoft Word• Microsoft Word, table formatted• Microsoft Excel worksheet• Comma Separated Values (CSV) format

REQUIREMENTS

 Requirement. <u>LACPD180F Access to Cases</u> Must provide the ability to access individual case weights and workload reports (including case aging data) on each attorney, each office and the department.
 Requirement. <u>LACPD146F Ad-Hoc Reports</u> Must provide the ability to generate ad-hoc reports.
 Requirement. <u>LACPD107F Add Data to Conflict Report</u> Must have the ability to add data to the conflict report after subsequent searches.
 Requirement. <u>LACPD136F Alerts</u> Must provide alerts for any event defined by the system administrator. For example: <ul style="list-style-type: none">• An alert will be sent to the investigator when a case is closed on a pending investigation request• Investigation completed• Case closed• Case status changes• Special circumstances dismissed• Monthly status report generation sent to the capital case coordinators• Seven days before a report on a case is due• Overdue reports CMS will automatically discontinue such alerts if the case is closed or a death penalty case leniency letter is granted.
 Requirement. <u>LACPD103F Case Switching</u> Must allow users to switch from one case or case document to another.
 Requirement. <u>LACPD226F Graphic Representation of Values</u> Must be able to provide graphical representation of values in a report. For example, pie charts for percentages, line or bar charts for volumes or counts.

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD102F Multi-Document View</u> Must allow users to retrieve and view multiple documents from multiple cases in separate windows at the same time.
<input checked="" type="checkbox"/> Requirement. <u>LACPD198F Multiple output formats</u> Must be able to generate reports in any of the following formats: <ul style="list-style-type: none">• On-screen• PDF• Excel• CSV• Selectable delimiters
<input checked="" type="checkbox"/> Requirement. <u>LACPD132F Multiple Windows</u> Must allow users to retrieve and view multiple documents from multiple cases to be retrieved and viewed in separate windows at the same time. (i.e., a split screen) and switch easily from one document to another.
<input checked="" type="checkbox"/> Requirement. <u>LACPD183F On-demand Reports</u> Must be able to run reports as needed or automatically scheduled.
<input checked="" type="checkbox"/> Requirement. <u>LACPD220F Other Administer Cases</u> Must allow users to administer cases not their own, including modifying calendars.
<input checked="" type="checkbox"/> Requirement. <u>LACPD106F PD Conflict Report</u> Must have the capability to save conflicts to a “conflict report” with all the relevant detail e.g. case number, name, charges, co-defendant, witness, attorney, and conflict reason and system name from where the match was found.
<input checked="" type="checkbox"/> Requirement. <u>LACPD185F Specific Reports</u> Must include a minimum set of reports as specified in the following diagram. Reports must support both work-in-process and historical information. Dynamic Dashboards will be developed in a different scope line item.
<input checked="" type="checkbox"/> Requirement. <u>LACPD184F Threshold Data</u> Should be able to emphasize data that has reached or exceeded a configured threshold.
<input checked="" type="checkbox"/> Requirement. <u>LACPD196F Track Case Expenses</u> Must allow users to track expenditures related to the case. Examples: <ul style="list-style-type: none">• Expert witnesses• Witness transport• Travel
<input checked="" type="checkbox"/> Requirement. <u>LACPD195F Track Time Spent on Case</u> Must allow users to indicate the amount of time spent managing the case.

8.4.2 USE CASE: UC19 CONFIGURE SYSTEM

Add, update and remove configuration information from the CMS system.

Name: Configure System
 Package: Management and Administration Use Cases
 Version: 1.0
 Author: PCG Technology Consulting

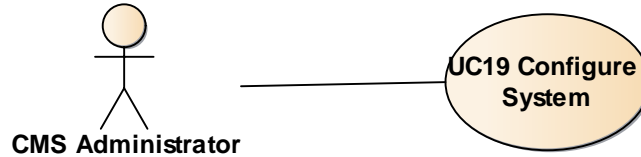


Figure 45: Configure System

<p> Basic Path. <u>Maintain User privileges</u> Add, update and remove user privileges in the CMS system.</p>
<p> Alternate. <u>Maintain Court Information</u> Add, update and remove information about specific courts including the types of cases handled, special procedures implemented and court room facilities and other related information.</p>
<p> Alternate. <u>Maintain Forms and Templates</u> Add, update or remove forms and templates used by the CMS system.</p>
<p> Alternate. <u>Maintain case types</u> Add, modify and delete default case types and their characteristics.</p>
<p> Alternate. <u>Maintain default case tasks</u> Add, modify or remove default tasks associated with a specific case type. Configure the rules associated with task assignment and alerts.</p>
<p> Alternate. <u>Configure Work Flows</u> Define the flow of work requests and other actions.</p>
<p> Alternate. <u>Maintain user characteristics</u> Add, modify or remove characteristics from user profiles.</p>
<p> Alternate. <u>Configure rules for deactivating a case</u> Define the rules, criteria, limits, actions etc. for deactivating a case.</p>
<p> Alternate. <u>Configure rules for case assignment</u> Define the rules, criteria, limits, actions etc. for configuring a case.</p>
<p> Alternate. <u>View Audit Log</u> View log of changes made to cases.</p>
<p> Alternate. <u>Configure Alerts</u> Configure which actions or states within the system generate alerts. Configure the target of those alerts.</p>
<p> Alternate. <u>Maintain Reference Data</u> Add, modify or delete reference data used by the CMS.</p>

REQUIREMENTS
<input checked="" type="checkbox"/> Requirement. <u>LACPD207F Case Type List</u> Must provide a list of case types that can be maintained by the system administrator.
<input checked="" type="checkbox"/> Requirement. <u>LACPD130F Court Profiles</u> Must allow users to specify characteristics of each court (e.g. name, location, number of courtrooms, types of cases, accessibility features).
<input checked="" type="checkbox"/> Requirement. <u>LACPD208F Flexible Document Placement Rules</u> Must allow users to configure the rules for where case documents are placed or categorized.
<input checked="" type="checkbox"/> Requirement. <u>LACPD113F Profile Maintenance</u> Must allow users to update, revise or inactivate user or court characteristics at any time.
<input checked="" type="checkbox"/> Requirement. <u>LACPD222F Register of CMS Actions</u> Must allow users to view audit information, e.g., data entered, data deleted, appointments scheduled, documents imported, and include date of activity and name of attorney or staff who made the entry or whether entry was automatic.
<input checked="" type="checkbox"/> Requirement. <u>LACPD112F User Characteristics</u> Characteristics of individual attorneys and staff allow the CMS to make case and task assignments based on, for example, an individual's expertise, overall assignment and location. Must allow users to specify profiles for the various CMS users such as: <ul style="list-style-type: none">• <u>Attorneys</u> (e.g. misdemeanors; felonies; in training; appellate cases; complex cases – e.g. sex crimes; juvenile cases; or any other categories that are useful in doing case assignment; courts assigned to)• <u>Investigators</u>• <u>Paralegals</u>• <u>Legal Office Specialist Assistants (LOSAs)</u>• <u>Other support staff</u>
<input checked="" type="checkbox"/> Requirement. <u>LACPD129F Word Templates</u> Must provide standard forms in Word template format that can be retrieved and reused (including: case-specific data, motions, standard motions, request for experts, investigation requests, witness-based forms, jail attorney forms, discovery forms, jury instructions, communication to experts to do specific things, requests for other justice partners such as the Sheriff or Coroner).

8.5 ACTORS

Actors that interact with the CMS. Actors represent the roles that individuals play as they interact with the system to accomplish a goal.

Name: CMS Users
 Package: Actors
 Version: 1.0
 Author: PCG Technology Consulting

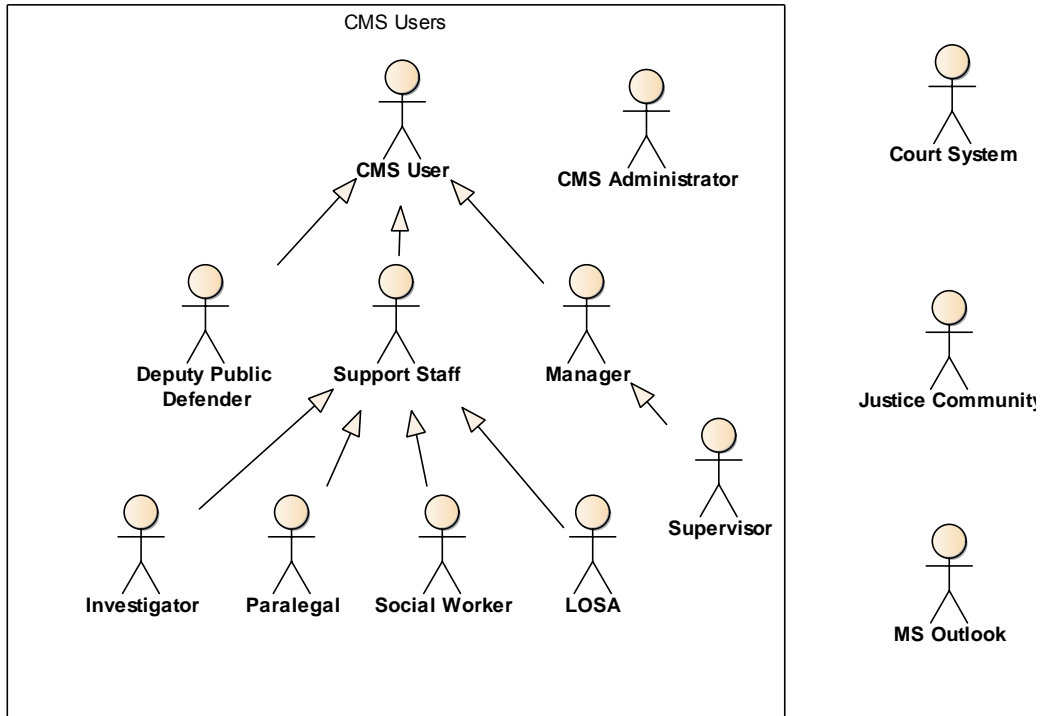


Figure 46: CMS Users

Role	Description
Court System	Trial Court Information Systems. These are the systems that feed the PD with cases to be defended.
District Attorney	The District Attorney represents the State of California and is responsible for prosecuting crimes. The DA is part of the Justice Community
Justice Community	Represents the collective agencies that are involved in investigating and trying a case. Agencies included in the Justice Community include: <ul style="list-style-type: none"> • Courts • Public Defender • District Attorney • Law Enforcement • Probation Department • Coroner • Private attorneys • Alternate Public Defender • Public Health Agencies • Mental Health Agencies • Education Department • State Agencies • Federal Agencies • Case Workers

Role	Description
	<ul style="list-style-type: none">• Subject Matter Experts
Mobile Devices	Apple iPads, Android Tablet and other mobile devices with large screens.
Scanner	A device used to scan physical documents and produce electronic documents.
Scanning Vendor	An external, commercial organization that scans documents as a service.
Supervisor	The Supervisor role supervises a team of support staff.
CMS Administrator	The CMS Administrator actor represents the role within the PD that manages the CMS.
CMS User	CMS user represents all of the various roles within the PD that use CMS to accomplish a specific goal for the Public Defender's Office. This actor is used in Use Cases view to indicate that any of the PD roles may interact with the system as describe in the use case.
Deputy Public Defender	Deputy Public Defenders (DPD) are attorneys that represent defendants in a criminal case that cannot afford to hire their own attorney.
Investigator	Investigates crimes and criminal cases in support of the DPD. Locates and interviews witnesses. Documents crime scenes and generate investigation reports.
LOSA	Legal Office Services Assistant. Performs various secretarial tasks in support of the attorneys and their cases.
Manager	The Manager role manages a team of Deputy Public Defenders and support staff.
MS Outlook	MS Outlook is the primary tool implemented at the PD for managing e-mail. The CMS is expected to interact with MS Outlook.
Paralegal	An employee of the Public Defenders office who is not licensed to practice law, but is very knowledgeable about legal issues. Takes on many of the tasks of a legal case.
Social Worker	Provides advice and social assistance on behalf of juvenile and mentally challenged defendants.
Support Staff	The Support Staff actor represents all of the roles within the PD that support the Deputy Public Defender in defending a case.

9. GLOSSARY

Term	Type	Description
ACID	Technical	System transactions that contain the following characteristics: Atomic: Either all data is written or no data is written. Consistent: The transaction brings the system from one valid state to another valid state. Isolated: Is not affected by other concurrent transactions within the system. Durable: Transaction can survive power loss, system crash or other errors.
AJIS	Business	The Automated Justice Information System
APD	Business	Alternate Public Defender
API	Technical	Application Programming Interface
CCHRS	Business	Consolidated Criminal History Records System
CMS	Business	Case Management System
CWS	Business	The County Wide Warrant System
DIC	Business	Deputy In Charge. A DPD that manages a group of attorneys for the Public Defenders Office.
DMS	Business	The Defense Management System
DMV	Business	Department of Motor Vehicles
DOTS	Business	DNA Offender Tracking System
DPD	Business	Deputy Public Defender
EAP	Technical	Extensible Authentication Protocol
ETRS	Business	Expanded Traffic Record System
FIPS	Technical	Federal Information Processing Standards
FISMA	Technical	Federal Information Security Management Act of 2002
Global 360	Business	A company that provides imaging software for the Windows platform.
HIPAA	Technical	Health Insurance Portability and Accountability Act of 1996
IDS	Technical	Intrusion Detection System
IEEE	Technical	Institute of Electrical and Electronics Engineers
IPS	Technical	Intrusion Prevention System
IRS	Technical	Internal Revenue Service
ISO	Technical	International Standards Organization
JAI	Business	Juvenile Automated Index

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

Term	Type	Description
JHIS	Business	Jail Health Information System
LexisNexis	Business	A commercial, subscription based resource that provides information on individuals. Used to perform investigations etc.
Livescan	Business	The technique and the technology used by law enforcement agencies and private facilities to capture fingerprints and palm prints electronically, without the need for the more traditional method of ink and paper.
LOSA	Business	Legal Office Specialist Assistant
MAPAS	Business	Request subpoenas to be served by the Sheriff
MCLE	Business	Minimum Continuing Legal Education. Refers to the approved continuing legal education required of California attorneys.
MVC	Technical	Model View Controller. A standard design pattern that separates presentation logic from business logic and data storage/retrieval logic (persistence).
NACHA	Technical	National Automated Clearing House Association
NIST	Technical	National Institute of Standards and Technology
Paralegals	Business	A professional who has the required education and experience to perform substantive legal work for which a law firm or supervising attorney is ultimately responsible.
PD	Business	Public Defender
PDARTS	Business	Public Defender Archive Record Tracking System
PDRS	Business	Public Defender Records System
PDSS	Business	Public Defender Statistics System
PIX	Business	The Proactive Information Exchange (PIX) system allows for one-time data entry and for the delivery of a copy of that data to many systems electronically.
PMP	Business	Project Management Plan
RAID	Technical	Redundant Array of Independent Disks
RFO	Business	Request for Offer
RFP	Business	Request for Proposal
RPO	Technical	Recovery Point Objective: The desired point in time from the current time to which a system recovery will bring the system to a stable state.
RTO	Technical	Recovery Time Objective: The desired maximum amount of time necessary to recover from a system failure.

ATTACHMENT A.1 - SYSTEM REQUIREMENTS

Term	Type	Description
SOA	Technical	Service Oriented Architecture
Soundex	Technical	A phonetic algorithm for indexing names by sound, as pronounced in English.
TCIS	Business	Trial Court Information System
UTC	Technical	Coordinated Universal Time
WSDL	Technical	Web Service Description Language

ATTACHMENT A.2
SOFTWARE CONFIGURATION
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.2 SOFTWARE CONFIGURATION

The proposed Solution includes the following platform and supporting software products/apps:

Salesforce

Overview: Salesforce is the industry leading customer relationship management (CRM) engagement center solution that provides a 360-degree view of the client. It will provide the County staff with the resources they need to deliver superior client experiences and to facilitate internal and external business processes focused on case management.

Use In County's Solution: Salesforce will function as the primary platform on which all case management functionality will be built.

OpenText

Overview: OpenText Content Server is the core content repository and foundational document management technology for the OpenText Enterprise Content Suite, giving control over documents and business content across the enterprise by securing and storing it throughout its lifecycle.

Use In County's Solution: For Document and email management and collaboration service.

LinkPoint

Overview: LinkPoint Connect streamlines data access with an instant view of Salesforce data in Outlook. Record emails, create new contacts, and sync content to Salesforce from Outlook. Office 365, IMAP, POP3, Citrix, Terminal Services and Partner Communities supported.

- View contact, lead, opportunity, and case data from Salesforce within Outlook
- Record inbound/outbound emails to Salesforce

LinkPoint Connect is the #1 app for Outlook and Exchange integration to Salesforce. Users experience increased productivity and efficiency with features designed for ease of use and Salesforce adoption.

Use In County's Solution: Integrates Outlook to Salesforce and allows County to view Salesforce Case information in Outlook.

Pulsar

Overview: Pulsar is a complete end-to-end offline solution for the Salesforce platform. The power of the solution is two fold: It scales easily to sync millions of records for offline access and it can run validation rules, triggers, default values, formula fields and many more of the complex functionality Salesforce platform offers. It also offers APIs, so the County can write HTML apps to run with Pulsar using the offline data (offline equivalent of VisualForce pages).

Use In County's Solution: Provides off-line capabilities.

DrawLoop

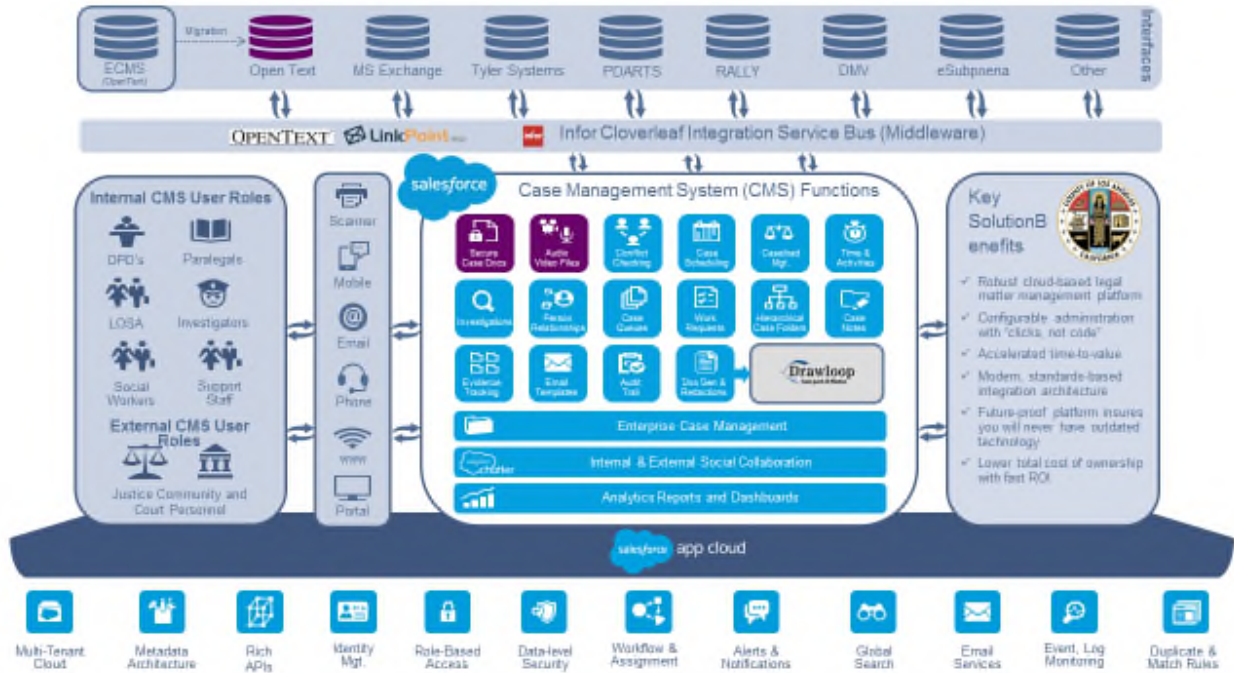
Overview: Quickly and easily create richly formatted documents in Salesforce by merging data with Word, Excel, PowerPoint or PDF document templates.

- Easy: Automate the creation of richly formatted documents in Word, Excel, PowerPoint, Visualforce pages and PDF directly from Salesforce with just a click.
- Integrated: Customize the document creation process using data from Salesforce or other external sources. Integrate and deliver your documents via third-party applications.
- Accurate: Ensure consistency and accuracy in all business documents and reporting while empowering business users to quickly and easily create high-quality customer communications.

Use In County's Solution: DrawLoop can be used to generate in document generation and custom-tailored reports.

ATTACHMENT A.3
SYSTEM ARCHITECTURE
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.3 SYSTEM ARCHITECTURE



ATTACHMENT A.4
INFORMATION SECURITY REQUIREMENTS
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.4

INFORMATION SECURITY REQUIREMENTS

This Attachment A.4 sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment A.4 will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Attachment A.4, capitalized terms shall have the meanings set forth in the Agreement.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment A.4, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of

Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business

information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor’s level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor’s Quality System (“CQS”) in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor’s data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County’s request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County’s regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County’s customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“Confidential Information”). To be deemed “Confidential Information”, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County’s Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement (“County Data”), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold,

assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** “Personally Identifiable Information” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing

County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

ATTACHMENT A.5
COMPLIANCE WITH ENCRYPTION REQUIREMENTS
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.5

COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Attachment A.5. By signing this Attachment A.5, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the term of the Agreement.

COMPLIANCE QUESTIONS			DOCUMENTATION AVAILABLE	
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Official's Name

Official's Title

Official's Signature

ATTACHMENT A.6
DELIVERABLE ACCEPTANCE DOCUMENT
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.6
DELIVERABLE ACCEPTANCE DOCUMENT

PROJECT NAME: XXX

DELIVERABLES TITLE:

INVOICE AMOUNT:

ACTUAL START DATE: XX/XX/2017

ACTUAL END DATE: XX/XX/201X

DESCRIPTION OF WORK EFFORT:

1. Xx
2. Xx
3. Xx
- 4.

DESCRIPTION OF COMPLETED DELIVERABLE/MILESTONE:

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."

ACCEPTANCE CRITERIA:

1. "Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."

_____ APPROVED

_____ REJECTED (Enter Reason)

Date: _____

Date: _____

By: _____

By: _____

REASON FOR REJECTION

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ATTACHMENT A.7 SOLUTION METHODOLOGY

1. METHODOLOGY – OVERVIEW

This Attachment A.7 (Solution Methodology) describes the processes and tools (“Methodology”) to be utilized during provision of a set of services to be provided by Vertiba, LLC (“Vertiba” or “Contractor”) on behalf of the Los Angeles County Public Defender (“Client” or “County”). This Methodology and any attachments hereto are subject to the terms and conditions of the Agreement between County and Contractor for Client Case Management System.

2. SYSTEM DESIGN AND DEVELOPMENT

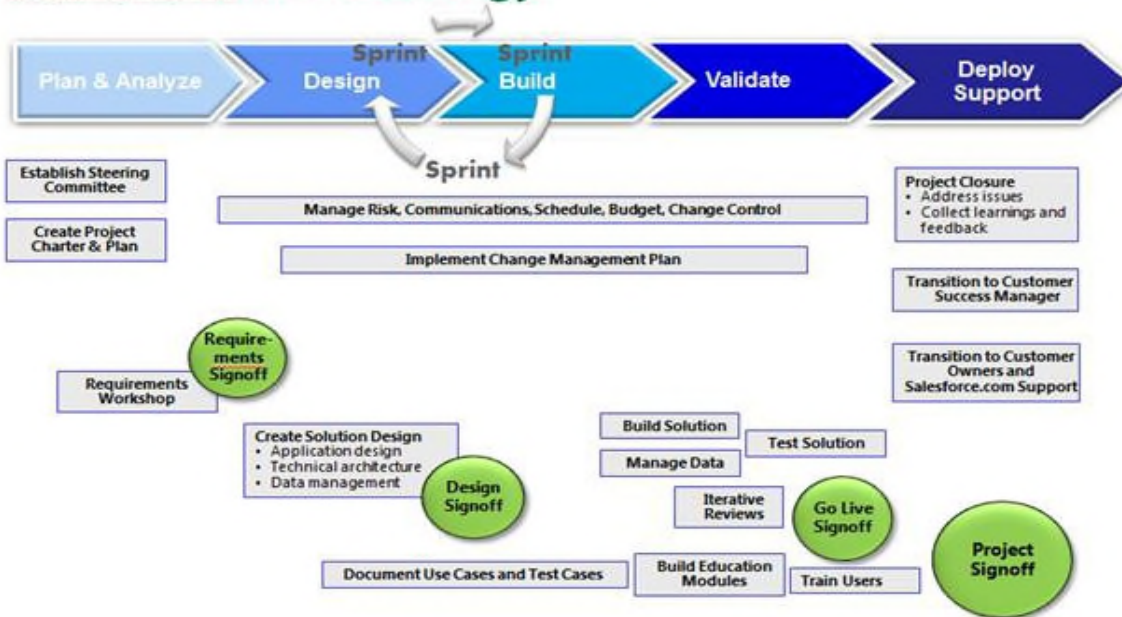
Vertiba follows a comprehensive approach to system design, development and customization. Below is our approach to project delivery from beginning to end. This approach should be considered a living document meaning that, as appropriate we can add additional steps as required by the County if necessary. Vertiba shall comply with Task 3 – System Design, Development and Customization of Exhibit A (Statement of Work).

2.1 Vertiba Project Management Methodology – ValuePath

Vertiba’s project methodology, called *ValuePath*, is a Salesforce-tailored Agile methodology that enables efficient and high quality delivery of all its projects. This methodology and associated project management tool, *ProjectForce*, built on the Salesforce platform, drive a high level of transparency and enable client collaboration to ensure delivery of the right product, at the right time, with the right budget, and right quality.

ValuePath is a highly collaborative process which enables clients to offer feedback early and often throughout projects. Leveraging traditional analysis and requirements, followed by iterative design, development and test, the ValuePath methodology allows clients to review the application and provide input for remediation early in the process. ValuePath’s emphasis is on early delivery of features and functions with high business value.

ValuePath Methodology



With the aid of ProjectForce, Vertiba keeps projects on schedule and clients engaged utilizing the following tools:

- **Requirements Gap Analysis:** At the conclusion of the analysis phase after all requirements are defined, Vertiba performs a Gap Analysis to ensure the project is on track for schedule, scope and budget. Any deviations are reviewed and discussed with LA County leadership at this early stage in the project.
- **Recurring Stand-ups:** These short, frequent project team meetings with County representatives are designed to cover what progress has been made, key short term goals and what is needed from the County.
- **Weekly Status Reports:** Status reports share the project accomplishments for the week with deliverable level status, action items and key upcoming goals.
- **Vertiba’s ProjectForce Salesforce Community Portal:** LA County representatives will be provided tailored access to Vertiba’s web based portal to view real time project progress, requirement level status and to collaborate on requirements definition and testing.
- **Project Steering Committee Meetings:** These meetings, either pre-scheduled or pulled together on demand, bring Vertiba and County leadership together to discuss progress at an executive level and make changes or set direction as required.

Project Status Report

Project: Omni Financial - SFDC
 Project Manager: Robert Withers
 Reporting Period: February 25, 2015

End Date: 04-15-2015
 Percent Complete: 72%
 Current Health: Green

SUMMARY

Production sneak peeks held 2/11. Sales (done internally) help 2/19. Both had good overall feedback.

Z-Paper identified as the document creation tool of choice on 2/19. We have moved all document creation requirements to iteration #6. This will impact the original schedule for the next round of sneak peeks for Production. As well as UAT scheduled for both Closers and Production

Full testing of the Sales process is in progress. Changes identified to work better with CTI and activity tracking. Give Me More Prospects still in testing, but all tiers are set up and functional. Need to schedule UAT for Openers. Closers will need to wait until Chargent processing and Z-Paper documents are set-up and functional.

Retainer Balance (credits and debits) developer has begun. We anticipate testing 3/1.

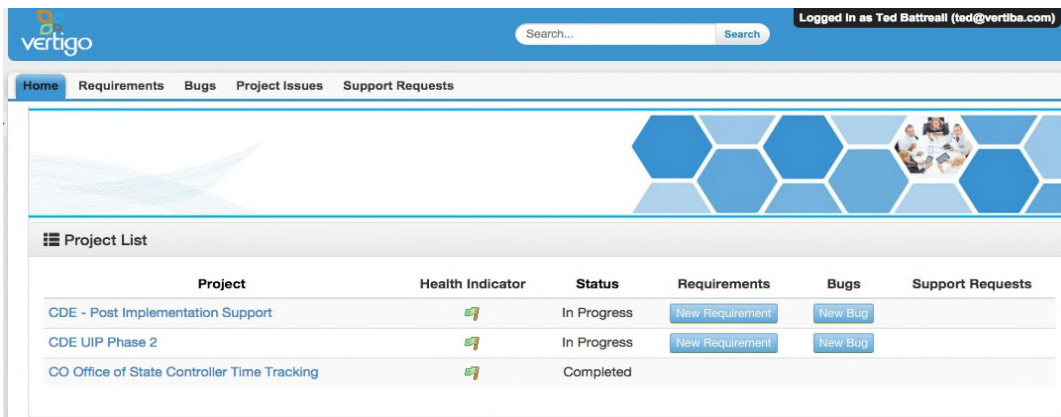
We are meeting as a team on 2/23 to dive into the Chargent set-up and begin initial set-up and testing

Schedule:
 UAT (original start date 2/16): Openers should be scheduled soon (as soon as Give Me More is ready). Closers and Production will need to wait until 3rd part apps and their associated config/doc creation is ready to test. Will re-evaluate.
 Go-Live Production: 4/1/15
 Go-Live Sales: 4/8/15

TIME AND COST SUMMARY

Project Team Member	Hour Summary				Cost Summary			
	Total Budget Hours	Hours Burned	Budget Hours Remaining	Estimate to Complete	Budgeted	Spent	Budget Remaining	Total Estimated Cost
Whiskey Rogers	300	176.75	123.25	92	\$35,000	\$50,931	\$4,069	\$41,851
Kirsten Lamphere	185	86.25	98.75	80	\$36,075	\$26,818	\$18,296	\$17,779
Kirsten Lamphere	96	41.75	54.25	4	\$16,920	\$8,141	\$1,779	\$8,361
Chad Kelly	165	33	132	100	\$28,875	\$8,275	\$18,600	\$26,775
Chad Kelly	46	44.25	1.75	0	\$6,970	\$6,829	\$341	\$6,489
Tracie Bennett	130	59.75	70.25	61	\$25,350	\$11,651	\$13,699	\$13,246
Robert Withers	4	1	3	0	\$700	\$185	\$515	\$515
Eric Penney	35	30	5	0	\$8,625	\$6,750	\$1,875	\$6,750





ProjectForce Community Portal Example

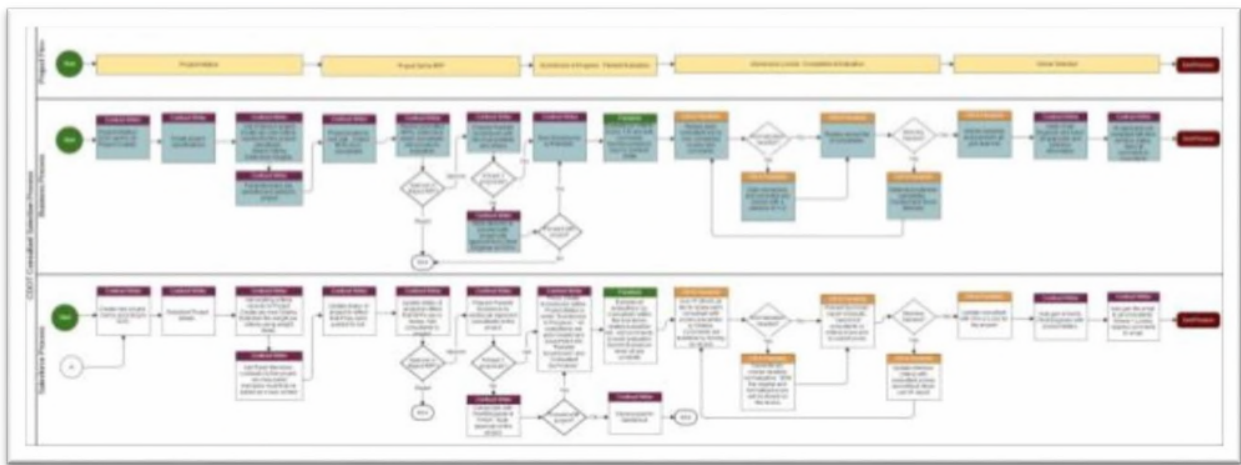
2.2 Requirements Validation

Vertiba’s approach to requirements definition involves conducting “face-to-face” working sessions with both technical and business resources from both our collective teams. The Vertiba Team will lead joint collaborative sessions with Public Defender to review and confirm the collective understanding. Skilled business analysts will lead discussions to discover and define business needs and requirements, to uncover issues and requirements that may not have been considered.

Once the interactive sessions are complete, the Vertiba Team will document the updated requirements in an easily digestible format for review by the Public Defender. Each requirement will include business need, category, and priority. Additionally, a gap analysis will be performed to identify any differences between the project’s scope as described in the SOW and the identified requirements.



Requirements Workshop



Business Process Review

Requirement Detail Confirm Accept Create New Bug

Name	Create RLCV directly in Salesforce	Owner	Allan Bailey
Id	17379	Project	DIR - Case Mgmt
Priority	Medium	Iteration	DIR 3 Development
Status	Completed	Target Date	9/26/2014
Estimated LOE	40.00	Scope Compliance	In Scope
Change Control	Original Scope	Type	
Work Remaining	0.0		

Description

Functional Description As a BOFE Deputy, I can create a RLCV directly in Salesforce so that a case is created or updated

Technical Specifications F0104 - F0116

Copy from 17377

Using the BOFE1 Form (Labeled as Bureau of Field Enforcement Report of Labor Law Violation), add all relevant fields needed to collect information related to the form. Create Page Layouts to take base information. Create any VisualFlow and VisualForce Pages to assist users in collecting information.

VisualFlow will be based on the Intake Process, Validation Rules as specified in the Required Fields Requirement, and "Paper Form Section" as it is the most logical first step in guiding the user through the process.

Tasks:

1. Add Fields from BOFE1 form to Report of Labor Code Violation, Case, Address, and Account objects based on ERD logic. (High) (Complete)
2. Create visual flow to guide entry of data (High) (Complete)
3. Create base Page Layout with logical separation of data on the RLCV object (Medium) (Complete)
4. Create any VisualForce Components to assist in collection (Medium) (None Identified)
5. Create APEX Classes to create all corresponding records in order of execution as specified in the intake process diagram for proper relation of records and data
6. Create Form Assembly Forms for Public Entry of BOFE1 Form (Low / Awaiting Approval / Iteration 3 or 4)

Testing Procedure 1. System Test.

- Log into salesforce.
- Click "Create new" on RLCV.
- Fill in required fields.
- Click save to save record.
- Confirm that record is saved and RLCV is available.

2.3 Application Design and Development

Develop Salesforce application that meets requirements for the County.

2.4 Test Plan and Execution

Develop Test Plan including Test Cases. Execute testing functions per specification in Test Plan.

ValuePath employs a comprehensive test strategy, the V-Model, which leverages industry standard testing methodology that includes unit testing, system testing, integration testing, and user acceptance testing. This model validates that testing coverage is provided at each progressive stage of quality assurance.

Shown below, the V-Model ensures full coverage from the lowest level, up to business user acceptance testing. Acceptance Criteria, Bug Tracking and other traceability is managed through Vertiba's ProjectForce application built on the Salesforce platform. Access to this data is granted through a Community Portal login.

The Vertiba Team's ValuePath method for testing is further described below.

TEST PHASE	CONDUCTED BY	DESCRIPTION
Unit Test	Developers	Unit Testing is the first test phase and is conducted by the developers. All configurations including screen layout, data validations, workflows, and email notifications are tested. Also custom code (including Apex) is tested using test classes to verify proper code coverage.
System Test	Developers and Testers	System Testing verifies that the application is fully integrated and functioning as outlined in the design specification document and requirements traceability matrix. System testing is focused on validating that the whole system works together and is the final testing done by the Vertiba Team before a release is determined to be ready for Integration Testing or User Acceptance Test System testing validates that a release is ultimately ready for user acceptance testing, and will be performed by the Vertiba Team tester and in the identified sandbox.
User Acceptance Test	User Acceptance Testers	UAT is a client-driven test that will be supported by the Vertiba Team. The Vertiba Team Tester will support user acceptance testing in partnership with the client and provide the client guidance to help coordinate the logistics of UAT. The Vertiba Team will review client developed test scripts fix any defects logged in ProjectForce.

2.5 Readiness Document and Implementation

Prepare summary information regarding the current status of the system and the project and provides decision makers with the information necessary to make a "Go/No Go" decision. It must include a checklist listing all work products, acceptance test results, other indicators of success measures and deliverable acceptance. Perform production implementation of Complaint Tracking System.

Vertiba provides a comprehensive Deployment Readiness Document that will be reviewed and approved by the County before a Go/No Go decision is made.

Some of the elements of the Deployment Readiness Document include:

- Apex Classes and Components
- VF Pages
- Triggers
- Objects/Fields

- Installed Packages
- Custom Tabs
- Workflows
- Reports
- Profiles
- Security
- Integrations
- Deliverable Acceptance
- Test Results
- UAT
- And others.

2.6 Administrator User Guide and Knowledge Transfer

Prepare Administrator Guide(s) to document support of the production environment including specific support requirements relative to the unique configuration of the design. Provide technical staff mentoring and knowledge transfer related to the development and design.

2.7 Develop and deliver training materials to County Administrators.

Successful transfer of knowledge and appropriate training on the use of the solution is critical to adoption of the new solution. Vertiba will deliver training materials, configuration guides, and user manuals to enable the County Administrators to successfully deliver training to the following groups:

- End Users;
- Administrators/Super Users.

Upon completion, Administrators will be trained on the customized Salesforce solution and will be capable of delivering successful end-user training. As a best practice, Vertiba recommends that key End Users and the Administrators participate in the project from the earliest point possible.

2.8 Additional Resources – On-Line and Web-Based Training Tools

Salesforce offers a “Help & Training” link at the top of every page that opens the Salesforce Help & Training offering in a new tab. Here, users can access on-line help topics, solutions, and recommended Salesforce training classes, many of which are offered at no cost as part of your Salesforce user licenses. The “Help for this Page” link on any page opens a context-sensitive, on-line help topic that describes that page. Salesforce also publishes printable documentation, including tip sheets, user guides, and other resources, to help improve user success with Salesforce-based applications.

In addition to these on-line tools, Salesforce User Groups, created by seasoned Salesforce users, are excellent, free-of-charge forums to network, share ideas, and learn from others’ experiences, successes and failures.

2.9 Salesforce Training & Documentation Resources

Salesforce incorporates the following training resources and best practices as part of the proposed subscription service as well as additional Salesforce instructor-led training that is available for an additional cost.

2.10 Salesforce Help & Training Portal

Salesforce provides an intuitive help and training portal which brings together a rich set of resources that would give the County a centralized way to help solve problems quickly and easily. Salesforce also provides context-sensitive help icons throughout the application screens to make it easier for users to get unique help without searching. It is notable that we don’t provide large, offline help manuals but rather, all our help is online so we assure that online help is extremely thorough and effective for usability.

The Help site:

- Is fully customizable – You can personalize Help to meet your specific needs, customizing the gadget layout to show what is important to you (i.e., County)
- Allows users to get the right answers, fast – Knowledgebase is more intelligent and comprehensive than ever (Auto Suggestion of Search Terms, Expanded Knowledge Repository [Help Docs, Solutions, FAQs, Training, Best Practices], and Refinement by Dimension)
- Provides chat – New engagement Channel gives customers the ability to chat with the Salesforce support team in real time
- Has easy case management – Opening and reviewing cases is easier than ever
Makes your administrator's life easier – Administrators gain insight with enhanced reporting on cases and organization information

2.11 Salesforce Printable Tip Sheets & User Guides

In addition to online help, salesforce.com publishes printable documentation to help you be successful with Salesforce. These documents include tip sheets, user guides, and other resources that describe the features and capabilities of Salesforce. These documents are available as Adobe® PDF files. Adobe Reader® is required to open PDF files; to download the latest version of Reader, go to www.adobe.com/products/acrobat/readstep2.html.

https://help.salesforce.com/apex/HTViewHelpDoc?id=quicktour_tips.htm&language=en

Here is a link to one of numerous publications – How to be Successful with Salesforce:

<https://na1.salesforce.com/help/doc/en/sf.pdf>

2.12 Additional Salesforce Training

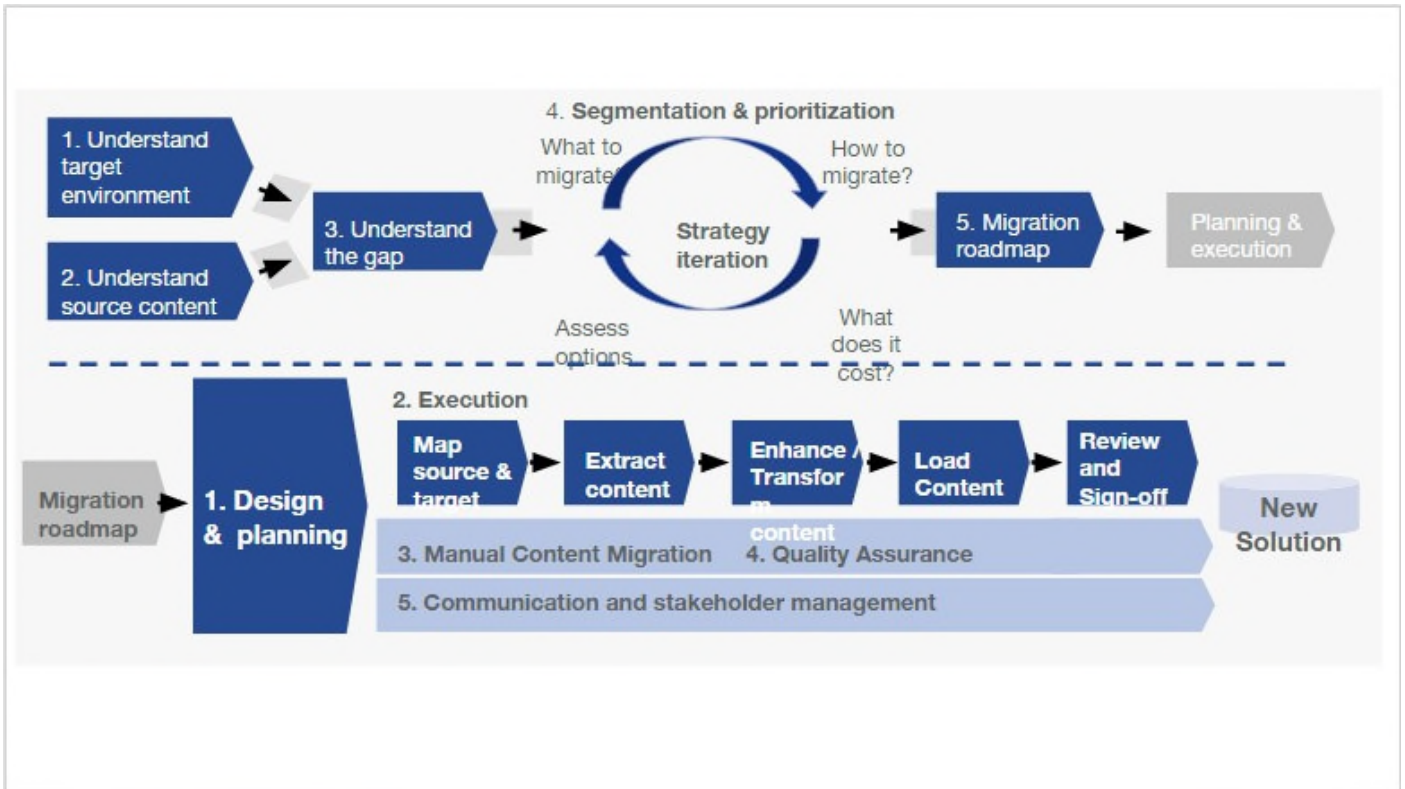
Should the County desire instructor-led training, for an additional cost, Salesforce offers a number of instructor-led courses tailored for user types. More information is provided at http://www.salesforce.com/services-training/training_certification/training.jsp.

3. DATA CONVERSION

Vertiba will provide a comprehensive Data Conversion Plan that will comply with Task 5 – Data Conversion of Exhibit A (Statement of Work).

As part of the process, Vertiba will work with the County to identify which data will be converted. Once we identify which objects you wish to migrate, we will create templates for the data; create one template for each object, for example, in an Excel worksheet. Then we will identify the required fields for each object. In addition to the required fields for each standard object, there may be additional required fields such as those needed to follow business rules, or legacy ID fields. We will identify any ordering dependencies.

Objects may have mandatory relationships; for example, all accounts have an owner, and all opportunities are associated with an account. The dependencies in these relationships dictate the order of data conversion. For Salesforce data, for example, you should load users first, then accounts, then related objects such as Cases. To identify dependencies, review the related lists and lookup fields in the page layout of the given object, and IDs (foreign keys) in the database. Populate the templates. It is important to clean your data before populating the template, and then review the data in the templates. Once this is done, we can migrate the data. We will create custom fields to store legacy ID information (optionally, give the custom field the External ID attribute so it will be indexed). This will help maintain relationships, and help you build custom reports for validation. At this point, we will load one record and check the results, then load all records. Finally, we will validate the data and re-migrate or update data as needed.



Data Migration Approach

In order to successfully migrate data from other systems, we need to follow different steps to ensure that the data migration is successful.

Methodologies

There are multiple methods to accomplish this:

- Phase 1 – Perform a test import
- The benefit to this approach is to do an import for about 100 records and observe the obstacles and errors that result from the import
- Document all obstacles and errors for monitoring during the actual import
- Correct any data errors, and perform an import
- Test and verify import
- Phase 2 – Perform actual import
- Prepare data for import and verify all the obstacles and errors during test import have been addressed
- Once import is done, verify import for data accuracy

How to Prepare

Regardless of how complex or simple the data model is, the best way to prepare for data migration effort is to build a template with field mappings. Below is an example of the case template with a few fields. Vertiba ensures that all custom fields are part of the template as well.

Owner ID	Account ID	Case Number	Date Case Opened	Subject	Type	Status	Reason	Origin

Preparing our Clients for Data Migration

Vertiba believes that it is extremely important for customer to have proper instructions on how to populate the templates you give them. Below are some key points regarding how we help our clients prepare for data migration

- If there are multiple object record type files, provide a template for each record type. Highlight the fields that are important and have specific instructions. For example, when you have a separate Account and Contact file, highlight the Account name field and let them know that the Account names have to match in each file. This is important as you will need to import accounts and then match contacts by account name to have the account id populated in the contact file. Parent account setup will include more complexity
- Email addresses and Date fields need to be verified. If the fields in the excel files are not formatted right, the import will fail with errors.
- Ensure that correct data is in the relevant fields. Email address in the phone field or in customer name field does not ensure data integrity

Data Cleansing

Following the County's export of existing data from the Access Databases, Vertiba will work together with County personnel to cleanse, deduplicate and standardize the data within Salesforce using DemandTools. This collaborative effort will be thorough so that County personnel will be knowledgeable enough in this process to continue managing it on their own through production, with Vertiba team members available as mentors. At this stage, the exported data file column names will be renamed to match Salesforce field names, using the defined data mapping process, which is described below.

Data Mapping and File Review

Data Mapping

Data mapping is a crucial piece to data migration. It is extremely important to make sure that the mapping is done correctly; especially when there are a large amount of fields that are being mapped.

Data types also need to be considered when designing the solution. For example, if you have designed a date field as a text field, and then you find out that you need to perform data calculations, you will have an issue as you cannot perform a data calculation on a text field. It is imperative that the data types match when you are mapping fields.

Importing Attachments

Importing attachments is a huge task. There are two things that makes this effort extremely challenging. One, is getting all the attachments identified so that the attachments are associated with the correct records in Salesforce.

Second, is getting the folder structure well organized so that the file paths can be correctly specified in the CSV file for import. Although there are complexities with importing attachments, Vertiba has a wealth of experience in this arena. Below you will see how we approach and prepare the attachment file.

How to Prepare the Attachment Import File The CSV file needs to have the following fields:

- ParentId – ID of the record to which the attachment should be associated
- Name – Name of the attachment (Including extension)
- ContentType – Format of the extension (e.g. .xls, .pdf, etc.)
- OwnerID – ID for the owner of the attachment
- Body File path to the local drive where documents are stored (C:\documents and settings\user\desktop\attachments\file.xls)

If Vertiba has attachments that belong to Accounts, Contacts, Cases, etc., they all have to be properly identified so that you can get the record IDs for each account, each contact, and each case.

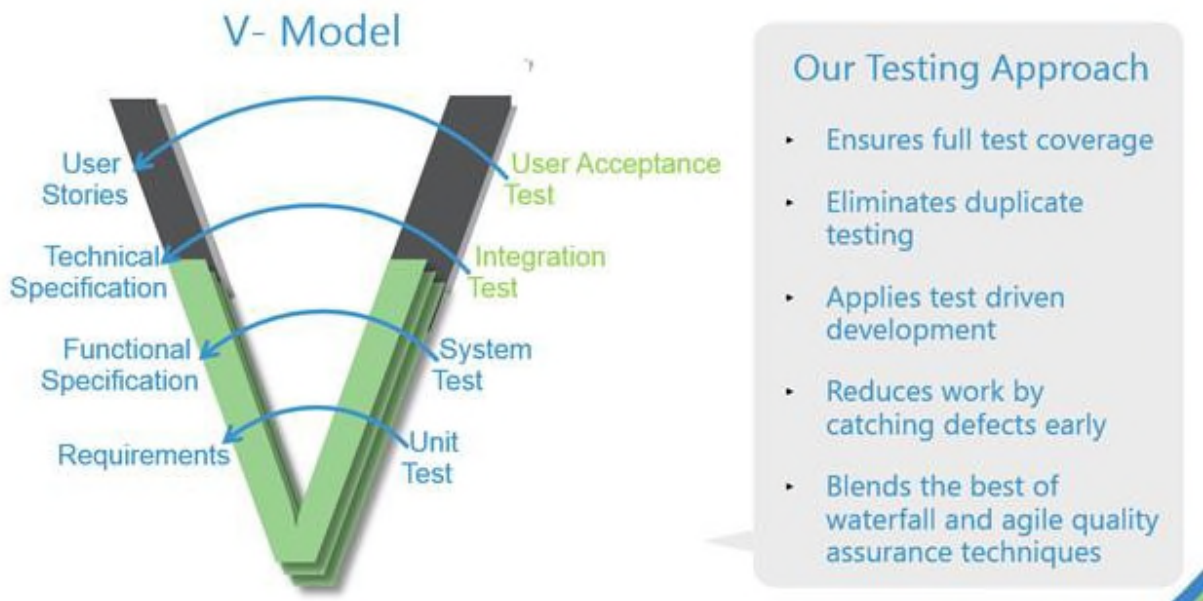
Vertiba will create multiple CSV files by each record type, and then populate each column with the correct IDs, file paths, document names and document types. Then use data loader to import these documents into Salesforce. Here is what your CSV will need to look like.

Parent ID	Name	Content Type	Owner ID	Body
500300000000VDowAAG	attachment1.jpg	jpg	0051400000BIIRs	C:\Import\account\attachment1.gif
701300000000ZiHHAAY	attachment2.doc	docx	0051400000BIIRs	C:\Import\contact\attachment2.docx

4. TESTING

4.1 Testing Management

Vertiba will provide a comprehensive Testing Management Plan that will comply with Task 6 – Testing of Exhibit A (Statement of Work). Vertiba leverages a test methodology called the V-Model. Shown below, the V-Model ensures full coverage from the lowest level, up to business user acceptance testing. Acceptance Criteria, Bug Tracking and other traceability is managed through Vertiba’s Project Force application built on the Salesforce platform.



Vertiba’s V-Model Testing Approach

Each phase of testing is described below:

- Unit Testing – Test all configurations including Screen Layout, Data Validations, Workflows, Email Notifications. Also test any custom code using test classes.
- Integration Testing – Integration covers the system-to-system connections between Salesforce and external systems. Data mapping is confirmed and data updates and behavior is confirmed

in the user interface. This is a collaborative test between Vertiba and the owner of the external system.

- **System Testing** – Ensures requirements traceability and confirms all requirements are covered, testing string functionality together in a logical pattern (e.g., update a record picklist, which triggers a field change and sends an email). System Testing is generally completed after each iteration. Vertiba will document the results of System Testing in SAT Reports. Once System testing is complete Vertiba will conduct an Operation Readiness Review (ORR) to determine the readiness of the system, which will initiate UAT and secure County authorization to initiate operations.
- **User Acceptance Testing** – This is a client-driven test guided by Vertiba. The LA County team will create test scripts against scenarios and user stories, not requirements directly. Vertiba can review the test scripts and/or provide a template as required. As a best practice, all bugs should be logged through the Vertiba Project Force portal. Additionally, UAT resources should be identified early in the project and should allocate adequate time toward the project. UAT testing should be completed after each iteration. Vertiba will provide realistic data and exposure of the system to all reasonably expected events. Upon the completion of UAT, Vertiba will work with County to have this team conduct a Final Acceptance Review (FAR).

Screen shot Sample Test Plan

Test Case with System Test Plan Report					
Generated By:					
Vertiba					
2/26/2016 7:51 PM					
Filtered By:					
Show: All test cases					
Project Name contains XXX					
Sorted By:					
Project Name: Project Name - Sorted ascending					
System Test Plan: Test Plan Name: System Test Plan: Test Plan Name - Sorted ascending					
Test Scenario: Test Scenario - Sorted ascending					
Test Case Number	Test Case: Test Case Name	Test Case: Owner Name	Testing Status	Test Result	Actual Results
Project Name: XYZ - PatronForce (75 records)					
System Test Plan: Test Plan Name: XYZ - System Test Plan (75 records)					
Test Scenario: Authenticated website (15 records)					
TC-00820	How to Logout	Cristi Baboi	Waiting to be tested	-	-
TC-00819	How to Submit a New Case	Cristi Baboi	Waiting to be tested	-	-
TC-00818	Apply for Reduced Fare Application	Cristi Baboi	Waiting to be tested	-	-
TC-00817	How to view xxx Ride/Sale History	Cristi Baboi	Waiting to be tested	-	-
TC-00816	How to Hotlist a registered Patron xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00815	Adding an Agency Pass to an Existing xxx	Cristi Baboi	Waiting to be tested	-	-

Sample Test Plan Screenshot

TC-00814	Adding a Regional Pass to an Existing xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00813	Adding a Sepcific Dollar Value to an Existing xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00812	Purhcase 2 xxxs with 2 Products Each and add a Product to an Existing xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00811	Purchse 1 xxx with 1 Product and Add a Product to an Existing xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00810	Purchasing 2 xxxs with 1 Product Each	Cristi Baboi	Waiting to be tested	-	-
TC-00809	Purchasing a xxx with 2 New Products	Cristi Baboi	Waiting to be tested	-	-
TC-00808	Purchasing a xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00807	How to register a Patron xxx	Cristi Baboi	Waiting to be tested	-	-
TC-00806	How to view/edit account information and view Case and Order history.	Cristi Baboi	Waiting to be tested	-	-
Test Scenario: Hotlist a Patron xxx (6 records)					
TC-00130	Order Replacement - The user can order a replacement by pressing Add to cart	Cristi Baboi	Tested	Pass	-
TC-00129	Order Replacement - The user can denie a replacement order by pressing No	Cristi Baboi	Tested	Pass	-
TC-00128	Cancel xxx - Hotlist a xxx by pressing the Yes button	Cristi Baboi	Tested	Pass	-
TC-00127	Cancel xxx - Cancel hotlist by pressing the No button.	Cristi Baboi	Tested	Pass	-
TC-00126	My xxxs - Report Lost or Stolen xxx functionality	Cristi Baboi	Tested	Pass	-
TC-00125	My xxxs - Report Lost or Stolen xxx availability	Cristi Baboi	Tested	Pass	-
Test Scenario: Patron account registration process (7 records)					
TC-00105	Email validation message.	Cristi Baboi	Tested	Pass	The validation message is not coherent for an end user.
TC-00104	Positive - Mandatory fields are marked	Cristi Baboi	Tested	Pass	Mandatory fields are not visually marked.
TC-00103	Positive - registering with all fields filled in	Cristi Baboi	Tested	Pass	-
TC-00102	Positive - registering with First/Last Name, Email and Phone	Cristi Baboi	Tested	Pass	-
TC-00101	Positive - registering with First/Last Name and Email	Cristi Baboi	Tested	Pass	-
TC-00100	Negative - First Name blank	Cristi Baboi	Tested	Pass	-
TC-00099	Negative - all field blank	Cristi Baboi	Tested	Pass	No feedback is provided to the user of what he needs to fill in before registering.
Test Scenario: Patron Login and Forgot Password (9 records)					
TC-00114	Positive - Forgot Password - password is reset	Cristi Baboi	Tested	Pass	-
TC-00113	Positive - Forgot Password - reset email notification followup	Cristi Baboi	Tested	Pass	-
TC-00112	Positive - Forgot Password - reset email notification	Cristi Baboi	Tested	Pass	-
TC-00111	Positive - Forgot Password - valid email	Cristi Baboi	Tested	Pass	-
TC-00110	Negative - Forgot Password - invalid email	Cristi Baboi	Tested	Pass	-
TC-00109	Positive - Log in with valid email/password field	Cristi Baboi	Tested	Pass	-
TC-00108	Negative - Log in with invalid email/password field	Cristi Baboi	Tested	Pass	-
TC-00107	Negative - Login with blank password field	Cristi Baboi	Tested	Pass	-

TC-00174	Positive test - Forgot password	Cristi Baboi	Tested	Pass	-
Test Scenario: Spanish translation (20 records)					
TC-00206	ES - Forgot Password pages	Cristi Baboi	Tested	Fail	-
TC-00205	ES - Registration pages	Cristi Baboi	Tested	Fail	-
TC-00204	ES - xxxholder Agreement page	Cristi Baboi	Tested	Fail	-
TC-00203	ES - FAQ page	Cristi Baboi	Tested	Fail	-
TC-00202	ES - New Case pages	Cristi Baboi	Tested	Fail	-
TC-00201	ES - Cart widget	Cristi Baboi	Tested	Fail	-
TC-00200	ES - Change Password page	Cristi Baboi	Tested	Fail	-
TC-00199	ES - My Account page	Cristi Baboi	Tested	Fail	-
TC-00198	ES - Vendor Locator page	Cristi Baboi	Tested	Fail	-
TC-00197	ES - View History page	Cristi Baboi	Tested	Fail	-
TC-00196	ES - Hotlist page	Cristi Baboi	Tested	Fail	-
TC-00195	ES - Checkout page	Cristi Baboi	Tested	Fail	-
TC-00194	ES - New xxx / Add Fare page	Cristi Baboi	Tested	Fail	-
TC-00193	ES - Register xxx page	Cristi Baboi	Tested	Fail	-
TC-00192	ES - My xxxs page	Cristi Baboi	Tested	Fail	-
TC-00191	ES - Have a question? / Contact page	Cristi Baboi	Tested	Fail	-
TC-00190	ES - Where to ride page	Cristi Baboi	Tested	Fail	-
TC-00189	ES - How to ride with Patron page	Cristi Baboi	Tested	Fail	-
TC-00188	ES - What's Patron page	Cristi Baboi	Tested	Fail	-
TC-00187	ES - Homepage	Cristi Baboi	Tested	Fail	-
Grand Totals (75 records)					

Review Cycles - Unless otherwise stated by County’s Project Manager, project deliverables will be provided on a planned schedule that is reflected in the project schedule, and is validated through weekly reporting and routine reviews. The deliverable acceptance period will be defined in the project schedule, and is currently expected to complete within a reasonable turnaround time as agreed to by both parties of County’s receipt of the deliverable. Whenever possible, the Vertiba team encourages interactive and live reviews of deliverables so that feedback can both be actively received and acted upon, rather than the delays associated with a traditional review/refine/review process that is conducted offline or in an asynchronous manner.

Requirements Management and Traceability – Once approved, all requirements are loaded into ProjectForce with a status of “new.” Requirements are managed within ProjectForce and assigned to Vertiba team resources to develop and test, as well as County resources for UAT. The real time status of each requirement is available as it moves through its own development lifecycle.

Vertiba Customer Community Denise Canfield
 Logged in as Denise Canfield (denise.canfield@vertigo.com)

Home **Requirements** Bugs Project Issues Support Requests

Requirements Printable View
SolidFire-Communities Implementation
 Project: SolidFire-Communities Implementation

Action	Id	Name	Iteration	Status	Target Date	Assigned LOE	Owner First Name	Change Control
Edit	22572	Project Initiation	SolidFire H - Discovery	Completed	1Q3/2015	6.0	Don	Original Scope
Edit	22573	Define Functional Requirements	SolidFire H - Discovery	Tested	2/20/2015	14.0	Don	Original Scope
Edit	22574	Gap Analysis of Requirements vs. Scope and Budget	SolidFire H - Discovery	Designed	2/20/2015	2.0	Don	Original Scope
Edit	22575	Solution Design	SolidFire H - Discovery	Tested	2/20/2015	13.0	Lynn	Original Scope
Edit	22576	System Configurations	SolidFire H - Backlog	Confirmed		10.0	Molly	Original Scope
Edit	22577	Partner Community Portal	SolidFire H - Backlog	Confirmed		32.0	Molly	Original Scope
Edit	22578	Single Sign-On	SolidFire H - Backlog	Confirmed		16.0	Molly	Original Scope
Edit	22579	VisualForce Pages	SolidFire H - Backlog	Confirmed		48.0	Elena	Original Scope
Edit	22580	Force.com Sites Visualforce Pages	SolidFire H - Backlog	Confirmed		40.0	Elena	Original Scope
Edit	22581	Formatted Template Generation	SolidFire H - Backlog	Confirmed		8.0	Molly	Original Scope
Edit	22582	ContentFiles Setup	SolidFire H - Backlog	Confirmed		12.0	Molly	Original Scope
Edit	22583	Reports and Dashboards	SolidFire H - Backlog	Confirmed		12.0	Molly	Original Scope
Edit	22584	Mobile App Launch Icon	SolidFire H - Backlog	Confirmed		4.0	Molly	Original Scope
Edit	22585	Mobile App Branding	SolidFire H - Backlog	Confirmed		4.0	Molly	Original Scope
Edit	22586	Conduct System Test	SolidFire H - Backlog	Confirmed		16.0	Don	Original Scope

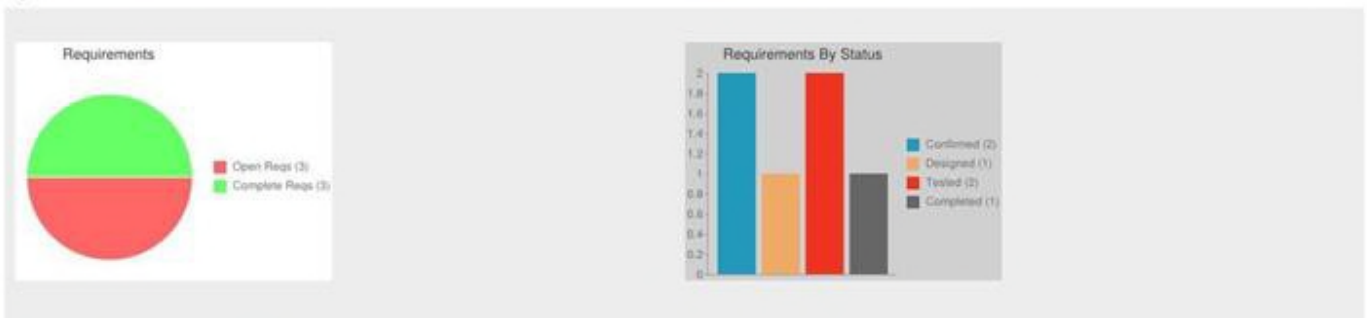
Iteration Planning and Scheduling Support – ProjectForce is leveraged for iteration planning and scheduling. Requirements are mapped to iterations and assigned to resources for completion.

Iteration Summary

Estimated LOE: 73.0

Role	Resource	Assigned LOE
Business Analyst-SolidFire(SolidFire-Communities Implementation)	Molly Bohin	6.0
Project Manager-SolidFire(SolidFire-Communities Implementation)	Don Dew	35.0
Solution Architect-SolidFire(SolidFire-Communities Implementation)	Lynn Lannin	22.0
Business Analyst-SolidFire(SolidFire-Communities Implementation)	Don Dew	10.0
Total		73.0

Graphs



Iteration Summary

5. KNOWLEDGE TRANSFER/TRAINING

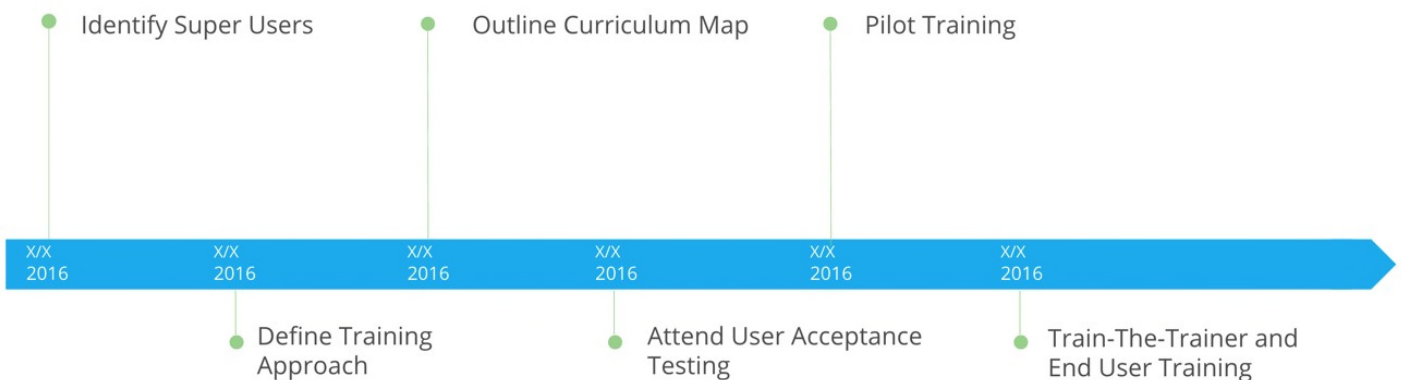
5.1 Knowledge Transfer / Training for Internal Users

Vertiba will develop (in cooperation with the County) a comprehensive Knowledge Transfer and Training Plan that will comply with Task 7 – Knowledge Transfer and Training of Exhibit A (Statement of Work). Vertiba’s approach to training the internal users will start at the beginning of the project. During the Analysis phase of the project, the Vertiba Team will create an End-User Rollout Plan detailing the rollout methodology (i.e. phased or pilot approach), timing of rollout, post-go live support, and data conversion plan and schedule.

After the application is configured and developed Vertiba will develop the Education and Curriculum Strategy. This training plan will include the types of sessions, such as end-user training, train the trainer, administrative and technical training for knowledge transfer, and business. The Education and Curriculum Strategy will also include the departments that need to be involved, training delivery methods (Vertiba will recommend on-site), content outline as well as a high level schedule.

Vertiba will create custom training materials to address the unique needs of the County’s business process. The materials delivered will be in the form of PowerPoint presentation for instructors. These training materials will include details around the administrative aspects of the solution and how to make small changes to processes as well as extend processes for ideal scalability.

5.2 Overview of Vertiba’s Training Approach



Identify Super Users – During Analysis Phase

Vertiba recommends two approaches to training. Vertiba consultant led courses or client Super User led courses.

Our preference is to engage Super Users throughout a project to have them understand not just what is being built, but why and how it is being built. This engages them and opens a channel We start this with stakeholder interviews throughout an organization to gain a better understanding of the best way to train a new system. We invite our stakeholders to either become Super Users or identify Super Users from their teams. This becomes a group that receives demos and updates throughout a project.

When the time comes for end-user training, Vertiba recommends a ‘Train-The-Trainer’ approach. However, if a client prefers Vertiba led training sessions, then having support from a Super User during each session provides Vertiba with a client resource to support business specific questions.

Define Training Approach – During the Design Phase

Once we've completed our interviews, we will decide the best training approach for your organization. We would consider the following:

- Train-the-Trainer Model vs. Vertiba Led Training
- Job Aids/Tip Sheets vs. User Guides
- Web-Based Training vs. Recorded Sessions
- We review our recommended approach with our Executive Sponsor and Super Users.

Outline Curriculum Map – During Build Phase

Once a Solution Design has been agreed to, we would review an organization's current and to-be process with the Super Users and Executive Sponsor (we would likely loop in anyone that provided requirements as well). We take what we learn about these processes and review it against the Solution Design.

We compile all of this information into our Curriculum Map, which is an outline of the training modules we would intend to build including listed formats they would be available in.

The Curriculum Map can be thought of as a Training Outline. It intends to structure the training courses around the future processes. We do not begin curriculum development until the Curriculum Map has been approved.

Attend User Acceptance Testing – During Validate Phase

Our curriculum development resource will typically attend User Acceptance Testing as a chance to learn the types of questions users ask. They will use this time to better understand end-users at an organization.

This will allow our resource to best understand how to prepare realistic training scenarios.

Pilot Training – During Validate Phase

Once User Acceptance Testing ends we prefer doing a Pilot for our training materials. We've learned that UAT testers are usually focused on making sure the system works, rather than thinking about how the system will actually be used. Pilot Training is a chance for use to demo the training with our Super Users and Executive Sponsor. We will use the feedback to improve the training materials before end-user training.

Train-The-Trainer (Optional) – During Deploy Phase

Once we're done remediating our training approach, we will be ready to start Train-the-Trainer. While the participants are typically our Super Users, we also open this up to other members of an organization for them to provide feedback and gain buy-in.

6. IMPLEMENTATION

6.1 Disaster Recovery

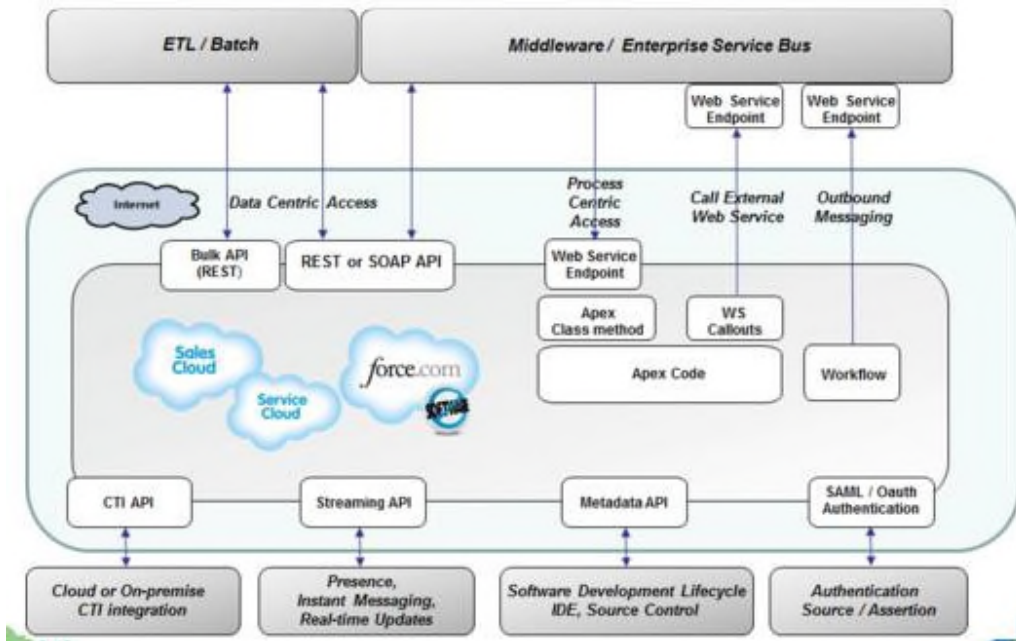
Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned at an archive data center. Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Backups are retained for 90 days. Backups never physically leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. Vertiba will provide Disaster Recovery that will comply with Subtask 8.2 – Disaster Recovery of Exhibit A (Statement of Work).

This paper further explains the technology that makes the Salesforce Force.com platform fast, scalable, and secure for any type of application: https://developer.salesforce.com/page/Multi_Tenant_Architecture.

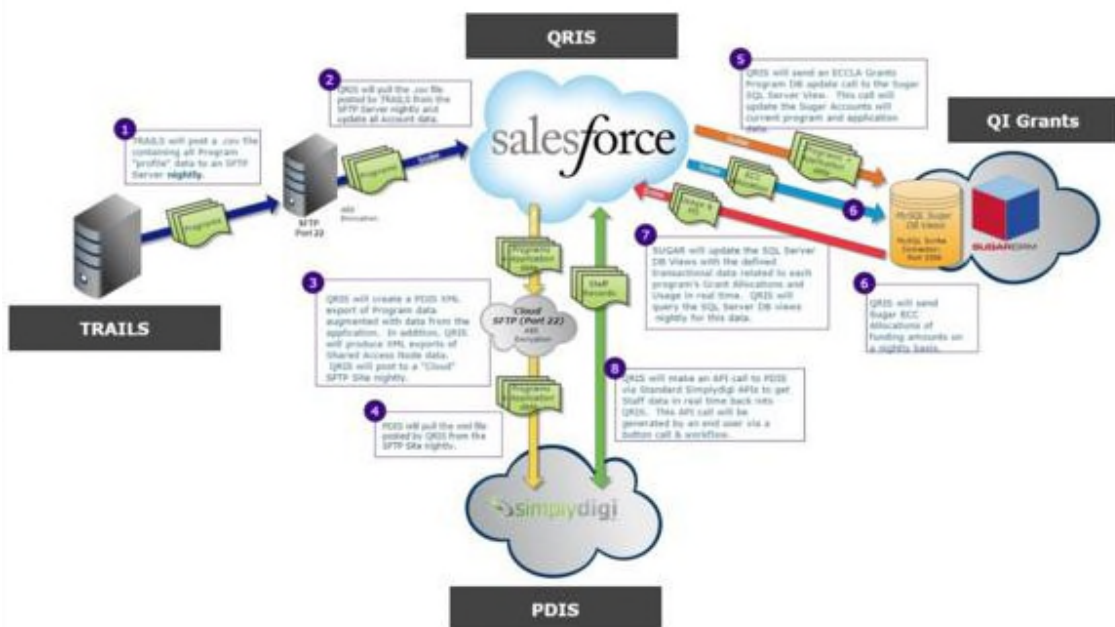
-

6.2 Interface Management

Vertiba will develop a comprehensive Interface Management Plan that will comply with Subtask 8.3 – Provide Interface Management Plan of Exhibit A (Statement of Work) using the framework shown below. The platform supports different types of integration processes from very simple loading of customer data from flat files to real-time data synchronization of accounts between systems. The methods used can vary from real-time, or on-demand, requests using our web/rest services APIs, to the traditional ‘Batch’ bulk loading of large data sets, as well as the provisioning of the salesforce standard/custom metadata objects. A good example of using web services API is the use of SOA callouts.

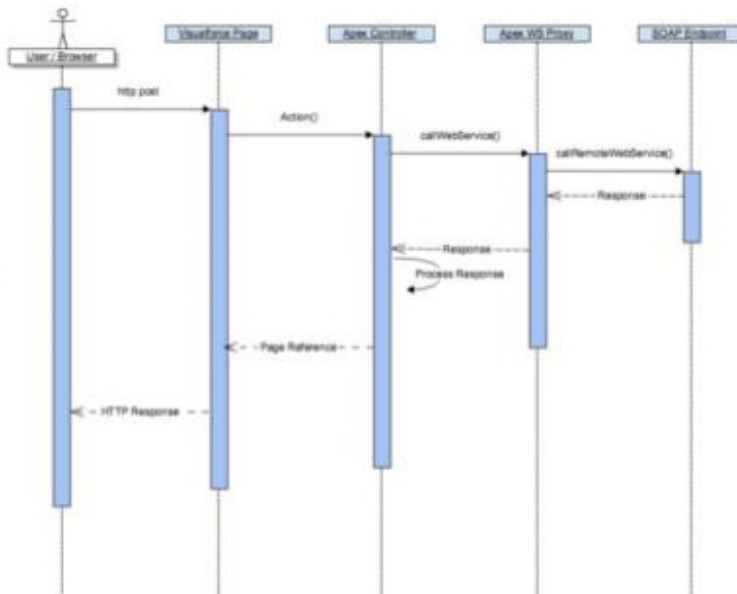
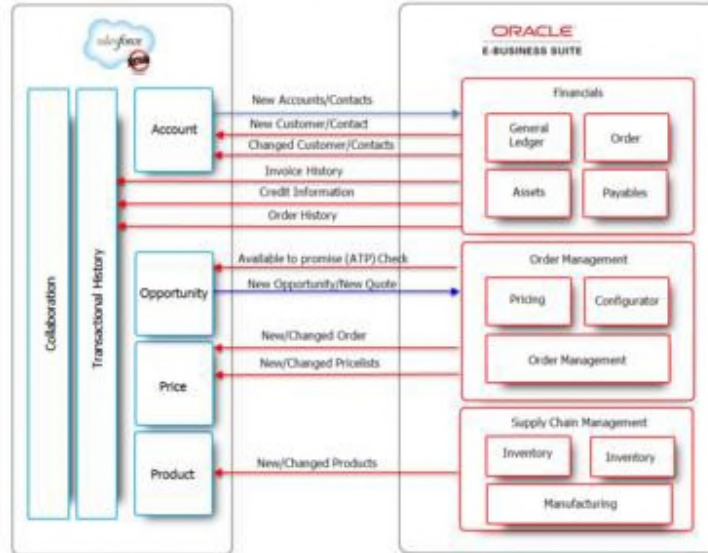


Integration Patterns



Integration Map

Sample



Gliffy Link:
<http://bit.ly/1DarrOax>

6.3 Requirements Management

Vertiba will develop a comprehensive Requirements Management Plan that will comply with Subtask 8.4 – Provide Requirements Management Plan of Exhibit A (Statement of Work).

Implementation. Requirements Management is handled in our Project Management tool *ProjectForce*.

Requirements Management and Traceability – Once approved, all requirements are loaded into ProjectForce with a status of “new.” Requirements are managed within ProjectForce and assigned to Vertiba team resources to develop and test, as well as County resources for UAT. The real time status of each requirement is available as it moves through its own development lifecycle.

Gliffy Link:
<http://bit.ly/1HKntVJ>



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Home **Requirements** Bugs Project Issues Support Requests

Requirements Printable View
SolidFire-Communities Implementation
 Project: SolidFire-Communities Implementation

Action Id	Name	Iteration	Status	Target Date	Assigned LOE	Owner First Name	Change Control
22572	Project Initiation	SolidFire II - Discovery	Completed	1/23/2015	6.0	Don	Original Scope
22573	Define Functional Requirements	SolidFire II - Discovery	Tested	2/20/2015	14.0	Don	Original Scope
22574	Gap Analysis of Requirements vs. Scope and Budget	SolidFire II - Discovery	Designed	2/20/2015	2.0	Don	Original Scope
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22583	Reports and Dashboards	SolidFire II - Backlog	Confirmed		12.0	Molly	Original Scope
22584	Mobile App Launch Icon	SolidFire II - Backlog	Confirmed		4.0	Molly	Original Scope
22585	Mobile App Branding	SolidFire II - Backlog	Confirmed		4.0	Molly	Original Scope
22586	Conduct System Test	SolidFire II - Backlog	Confirmed		16.0	Don	Original Scope

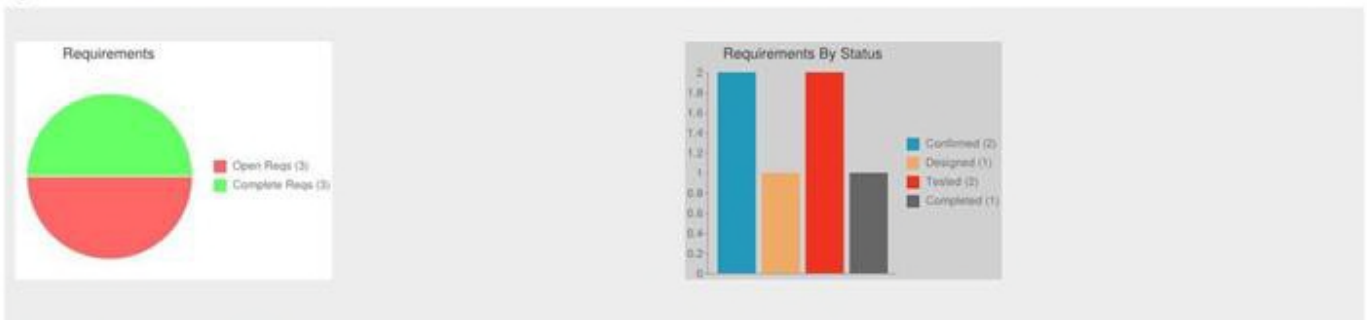
Requirements View Example

Iteration Planning and Scheduling Support – ProjectForce is leveraged for iteration planning and scheduling. Requirements are mapped to iterations and assigned to resources for completion.

Iteration Summary

Estimated LOE: 73.0		
Role	Resource	Assigned LOE
Business Analyst-SolidFire(SolidFire-Communities Implementation)	Molly Bohlin	5.0
Project Manager-SolidFire(SolidFire-Communities Implementation)	Don Dew	35.0
Solution Architect-SolidFire(SolidFire-Communities Implementation)	Lynn Lannin	22.0
Business Analyst-SolidFire(SolidFire-Communities Implementation)	Don Dew	10.0
Total		73.0

Graphs



7. RISK MANAGEMENT

Vertiba will develop a Risk Management Plan that will comply with Task 9 – Risk Management of Exhibit A (Statement of Work).

Risk management is an ongoing process throughout the full project lifecycle. As part of the initial project planning activities, a risk assessment will be completed and managed in our project management tool *ProjectForce*. The risk assessment will include identification of risks associated with the technical aspects of the product as well as organizational risk to delivery within the scope, schedule and costs for the project.

Risks will be priorities based on a weighted matrix for probability of the risk occurring and the impact to project objectives. High priority risks require an active mitigation plan. All risks are tracked in ProjectForce, and are managed and viewed real time with controlled access to key project stakeholders.

Risks are reviewed on a regular basis and included in the weekly status reports.

		1 – Less likely to occur 3 – Likely to Occur 5 – Highly Likely to Occur	1 – Low Impact 3 – Moderate Impact 5 – High Impact	Sort by: Probability X Impact	
RISK NAME	DESCRIPTION	PROBABILITY	IMPACT	PRIORITY	MITIGATION
Data Access (SAMPLE)	IT Approval for access to source data for integration	3	5	15	Early involvement of IT in discussions on data sourcing Identification of escalation path for approvals

8. PRODUCTION SUPPORT AND TRANSITION

Vertiba will provide a comprehensive Production Support and Transition Plan that will comply with Task 11 – Production Support and Transition of Exhibit A (Statement of Work).

Vertiba will provide Post Go Live support that will include the following:

- After Go Live, Vertiba will provide support in compliance with Exhibit D (Service Level Agreement)
- Service will be provided on site or over the phone or via web conference. Requests that do not require Client involvement can be emailed.

9. DELIVERABLES AND ACCEPTANCE PROCESS RESPONSE

Each Deliverable shall:

- Each key deliverable will have an agreed upon Deliverable Expectation Document (“DED”) completed prior to the development of the deliverable as indicated in the table below.
- Address all components required by the Agreement and the requirements for that Deliverable, and any areas identified subsequently through meetings and planning sessions.
- Be in compliance with all format requirements described in the Agreement.
- Be comprehensive in level of detail.
- Be organized and professional.
- Be consistent in style and quality. If the document is the composite work of multiple people within Contractor’s organization, the document must be edited for style and consistency. Contractor shall certify in the cover letter that Contractor utilized the internal Deliverable review process as prescribed in the Contractor’s Quality Assurance Plan.
- Support the purpose for which the Deliverable was developed.

ATTACHMENT A.8
PARTICIPATING AGENCIES
FOR
CLIENT CASE MANAGEMENT SYSTEM

ATTACHMENT A.8
PARTICIPATING AGENCIES

The Agreement provides for Work for the following County departments and agencies:

- Law Office of the Los Angeles County Public Defender

ATTACHMENT A.9
PROPOSAL FORMS
FOR
CLIENT CASE MANAGEMENT SYSTEM



*LOS ANGELES COUNTY PUBLIC
DEFENDER*
CASE MANAGEMENT SYSTEM

RFP PDCMS-01
EXHIBIT 28 - VENDOR HOSTING FORM

Disclaimer: Salesforce is an innovative cloud services provider with constantly evolving technology. We have made a good faith effort to provide you with responses to your request that are accurate as of the date of the response and within our knowledge. Because Salesforce procedures and policies change from time to time and Salesforce continues to innovate by providing each customer multiple major release upgrades each year, we cannot guarantee that the answers to your request will remain the same over time. The rights and responsibilities of the parties with regard to your use of Salesforce's online software services shall be set forth solely in the applicable agreement executed by Salesforce. The responses here to your request shall not be part of a final contract.

Vendor Hosting Form

If you are proposing a vendor hosted solution, in addition to the information requested in Section 4.3 of Appendix A – Statement of Work, please respond to the following:

1. Will your company host the solution or will this be managed by a third party?

The solution is hosted by Salesforce and is delivered using a world-class data center infrastructure consisting of a production data center, a full capacity disaster recovery data center plus a separate production-class lab - freeing up the County to manage its mission, not manage an infrastructure solution.

2. Where are the data center and storage facilities?

The County's data in the Salesforce Government Cloud would be stored in two of our U.S. FedRAMP certified data center locations. More precise location information can be given to the County with a signed NDA in place.

3. Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.

Salesforce has over 150,000 customers spanning nearly every industry worldwide. Salesforce's trusted cloud platform is creating a connected government experience for over 1,000 government agencies including all federal cabinet government agencies and the majority of U.S. States.

4. Is there any software that needs to be loaded onto local computers?

Salesforce only requires a computer that can run a supported web browser and an Internet connection. No other software or hardware is required.

Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices. A complete list of supported browsers and versions can be found here:

https://help.salesforce.com/apex/HTViewHelpDoc?id=getstart_browser_overview.htm

5. Does the system interface support a browser interface with or without the help of additional components?

Additional browser components or plug-ins are not needed.

6. How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?

To meet the extreme demands of a large existing user population, Salesforce is a meta-data driven software architecture that enables multi-tenant applications. Because of our multitenant architecture, Salesforce is able to provide all of our customers with a service based on a single version of our application. A multitenant architecture provides an ability to scale quickly and consistently deliver under 300ms response times for over 150,000 commercial and government entities. Any application that runs on Salesforce Force.com is automatically architected to seamlessly scale from 1 user to 1,000 users to tens of thousands of users without the County having to do anything differently. Additionally, we are able to upgrade all of our customers at the same time with each release and as a result, we do not have to maintain multiple versions of our application. Each release will be delivered automatically in a transparent manner, and will not break the County's configurations.

All applications (includes mobile, offline and read only options) and data running on the Salesforce Force.com platform are deployed to and replicated across multiple data centers in different geographies. Therefore, every application, no matter how large or small, gets the full benefits of the backup, failover, disaster recovery, and other infrastructure services required for an organization's mission-critical applications.

7. For database solutions is data kept in separate tables? How would County data be isolated from other clients?

The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instances". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers.

A customer's instance (also called an Organization or "org") of Salesforce is an aggregate of the raw data. The data model is normalized and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to

the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.

For more information on the Salesforce multitenant architecture please see:

https://developer.salesforce.com/page/Multi_Tenant_Architecture and

<https://www.youtube.com/watch?v=jrKA3cJmoms>

8. What system/application availability and response time will your proposed system meet? What are the County's responsibilities to ensure this level of performance?

Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (<http://trust.salesforce.com>), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance.

Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at <http://trust.salesforce.com/trust/status>.

The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds, all with an average up-time of 99.9+ percent.

Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA, it will be negotiated separately.

9. What is your data breach policy? Do you have data breach insurance?

If negotiated into a final contract, Salesforce can promptly notify Customer (within 24 hours) in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to customer's administrator and Security Contact (if submitted by customer), and public posting on trust.salesforce.com.

Salesforce maintains an Incident Response Plan and has an established Security Incident Response Process. During a security incident, the process guides Salesforce personnel in management, communication, and resolution activities. Government customers can report security incidents related to

their Salesforce products and offerings via security_gov@salesforce.com. Salesforce will respond in accordance with the incident response process described above.

Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which include incident response requirements derived from NIST SP 800-53, NIST SP 800-61, and the FedRAMP Incident Communications Procedure.

Salesforce does not hold a dedicated standalone cyber liability data breach insurance policy. Our Technology E&O policy includes Network Security and Privacy Liability insurance aka Cyber Liability. Here is a copy of Salesforce's Evidence of Insurance:

https://org62.my.salesforce.com/sfc/p/000000000062/a/300000005Nwz/9LDbEu_D84N2_0e4KV0cjAJZYU10LX0pDFjDb1Gj.xg

10. How do you track monthly usage for subscription-based services? Are audit trails available and online for customer review?

Live and historical statistics on the Salesforce system performance are publicly published at <http://trust.salesforce.com/trust/status>. In addition to the Salesforce Trust site to monitor uptime and performance, the County will also have access to a System Overview, which will help you monitor performance and usage of your own Salesforce org. This overview includes:

- Schema - # and % of custom objects and data storage
- Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used
- License Usage
- API Usage - # and % of requests in the last 24 hours
- User Interface - # and % of custom apps, sites, flows, custom tabs and pages
- Portal Usage

11. How much notification will you give the County in advance of any scheduled downtime?

Salesforce generally performs maintenance on Friday evenings, outside of normal business hours (traditionally after 8 PM PST). We can't change our maintenance schedule. Approximately 3 times per year, the site is shut down outside normal business hours for application upgrades. Additionally, between 2 and 4 times per year, the site is shut down outside normal business hours for planned maintenance. Salesforce provides notice at least 48 hours in advance via the Salesforce website as well as notifications upon logging into the County's Salesforce solution. Uptime information is provided in real time on our trust.salesforce.com site.

Major Release Maintenance is for upgrading the services to the latest product version to deliver enhanced features and functionality.

Major release dates and times are posted on <http://trust.salesforce.com/trust/maintenance> approximately one month before release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances. Email notification of major release dates is sent one month prior to upgrading non-Sandbox instances. The Release Notes document describing the new features and functionality is posted in Help & Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce. Major release maintenance occurs three times per year. The instance will be unavailable for up to five minutes during the release window.

Patch Releases and Emergency Releases are used to deliver scheduled and ad hoc application fixes. Patch releases are scheduled weekly and are usually deployed to instances on Tuesday, Wednesday or Thursday, with release to Asia-Pacific instances the following day. Emergency releases are conducted on an as-needed basis and can occur any day of the week. Whenever possible, patches and emergency releases are deployed during off-peak hours and without downtime.

12. Where would local support be located?

For the Salesforce Government Cloud, additional controls have been implemented around personnel management. Most support representatives are Qualified U.S. Citizens and are located within the United States.

Access to systems inside of the Salesforce Government Cloud storing U.S. government, U.S. government contractors, and FFRDC Customer Data potentially permitting access to Customer Data, will be restricted to Qualified U.S. Citizens. Qualified U.S. Citizens are individuals who are United States citizens, are physically located within the United States when accessing the Salesforce Government Cloud systems; and have completed a background check as a condition of their employment with Salesforce.

Research and development personnel and personnel that provide Administration Services under Government Cloud Premier+ Success Plan support and have logical access to Customer Data, and infrastructure support personnel that provide Government Cloud Premier+ Success Plan support and have physical access to the Salesforce Government Cloud infrastructure, will be Qualified U.S. Citizens.

All other personnel, including Customer Success Managers, Success Account Managers, Customer Success Technologists and any other personnel engaged in customer success roles and providing customer success services (collectively referred to as "Success Representatives") will not be Qualified U.S. Citizens and will not have access to Customer Data unless the Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

13. Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method. Please provide recent audit report information.

Use of the Government Cloud requires the Government Cloud Premier+ Success Plan. Support calls are included in this plan and are not charged on a per call basis. The Premier+ Success Plan includes:

- 24x7 toll-free phone support
- Priority case queuing and routing
- Quick 1-hour response time
- Unlimited access to our entire online course catalog
- An assigned support account rep
- Force.com code troubleshooting
- Customizable end-user course templates
- Premier Success Review to measure usage and trends
- Access to our pool of Salesforce Certified Administrators who can configure and maintain your Salesforce edition (allowing the County to focus on design and management while Salesforce supports your configuration)
- Includes administration services: Request 100+ routine configuration updates like creating users, reports, workflow, and dashboards. You take online administration training to learn the basics, then you tell us your business requirements. Our team of certified administrators updates your Salesforce system.

For more information on Premier+ Support see: <https://www.salesforce.com/assets/pdf/success-services/premier-success-plans.pdf>

14. Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

With a cloud-based service model, the County would only pay for the cloud services that are used, unlike traditional software solutions in which all of the necessary hardware and software is purchased initially in the hopes that the solution will grow to use all of it. Salesforce's cloud services offer a tremendous amount of value in the sense that the County doesn't have to procure hardware or software upfront that it might not use until the project is fully implemented later. Another significant differentiator is the flexibility in costing models that we can provide that account for surges in usage during peak times. This flexibility provides the County with the absolute most value by not having to overbuy the solution from day one of implementation.

The Salesforce cost model is subscription based and in a per user/month or user/year format billed annually for all Salesforce cloud offerings except Salesforce Communities. Salesforce Communities are offered as total logins per month or by defined number of members billed annually.

Salesforce licenses are purchased in one of three ways:

1. Pay-as-you-go - in which customers purchase licenses based upon their immediate need
2. Volume - to take advantage of additional volume discounts. Volume discounts may apply based on the County's final total user counts and their access requirements. This information is needed in order to derive an accurate price estimate.
3. Enterprise License Agreement (ELA) - in order to achieve the greatest financial savings, many customers license and provide multiple Salesforce applications to all of their employees. Salesforce ELAs are based on the total license mix, volume, and term of the agreement that is negotiated with the County.

15. Please describe your Disaster Recovery policy/approach.

The Salesforce service performs real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center. Data is transmitted across encrypted links. Disaster recovery tests verify our projected recovery times and the integrity of the customer data.

Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are tested at least annually. A post mortem documenting the results of the disaster recovery tests can be provided to customers with a signed NDA in place.

All data is backed up to tape at each data center, on a rotating schedule of incremental and full backups. The backups are cloned over secure links to a secure tape archive. Tapes are not transported off site and are securely destroyed when retired.

EXHIBIT B
PRICING SCHEDULE
FOR
CLIENT CASE MANAGEMENT SYSTEM

OCTOBER 2017

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1. TOTAL PRICING

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the work to be provided by Contractor under this Agreement. Schedule B.1 (Optional Work Schedule) is attached to and forms a part of this Exhibit B.

Notwithstanding the terms of this Agreement or Contractor’s prior practice, payment is not contingent upon issuance of a purchase order, subject to any County approval as specified in the Agreement. All funding approvals required to issue payment have been obtained. The bill-to, ship-to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto.

1.1 CONTRACT SUM

Contract Sum shall be the maximum County obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for the Work, required and optional, that may be provided by Contractor to County during the term of the Agreement. The Contract Sum, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts, if applicable, is Nineteen Million Dollars (\$17,904,727) and includes the following components:

CONTRACT SUM COMPONENTS	NOT-TO-EXCEED AMOUNT
Implementation Fees – fixed price amount	\$ 6,279,269
Subscription Fees – fixed price amount	\$ 8,739,458
Vertiba Managed Services for year 1 post-Final Acceptance – up to 2,080 hours at the Fixed Hourly Rate of \$200 per hour.	\$ 416,000
General Pool Dollars – for term of Agreement	\$ 2,000,000
AB-109 Pool Dollars – for term of Agreement	\$ 470,000
CONTRACT SUM	\$17,904,727

Consistent with the provisions of Paragraph 10.3.1 (Source Code Escrow) of the Base Agreement, the deposit and maintenance of Source Code for Licensed Software in Source Code Escrow shall be at no cost to County. Consequently, the Implementation Fees and Subscription Fees identified above are inclusive of any and all fees and costs associated with Contractor’s compliance with the Source Code Escrow requirements under the Agreement, including Paragraph 10.3 (Source Code for Licensed Software) of the Base Agreement.

1.2 ONE-TIME COSTS – IMPLEMENTATION FEES

Below is a summary of the pricing components of the Implementation Fees under the Agreement.

TABLE 1: ONE-TIME IMPLEMENTATION FEES

DESCRIPTION	AMOUNT
1. Application Development / Customization – Total Cost in Table 2 below	\$5,786,952
2. Training, including all materials (electronic) – Total Cost in Table 3 below	\$ 492,316
TOTAL IMPLEMENTATION FEES	\$6,279,268

1.2.1 Application Development / Customization

Below are all costs for Application Modifications, including application development and customization, to be provided by Contractor as part of Implementation Services together with the installation, implementation and project management. The total amount is also included in Row 1 of Table 1.

TABLE 2: APPLICATION DEVELOPMENT / CUSTOMIZATION

DESCRIPTION	AMOUNT
Vertiba Professional Services (Original Scope)	\$4,657,230
Vertiba Professional Services (Optional Scope Items)	\$ 350,000
Open Text Professional Services	\$ 750,000
Pulsar Professional Services	\$ 22,222
LinkPoint Go-Live Professional Services	\$ 7,500
TOTAL COST	\$5,786,952

1.2.2 Training

Below are all costs for training to be provided by Contractor as part of Implementation Services. The total amount is also included in Row 2 of Table 1.

TABLE 3: TRAINING

DESCRIPTION	AMOUNT
Vertiba Training Costs	\$ 492,316
TOTAL COST	\$ 492,316

2. RECURRING ANNUAL COSTS

2.1 SUBSCRIPTION FEES

This Section specifies the allocated Annual Fees for Subscription Services as Subscription Fees or License Fees to be paid by County to Contractor during the term of the Agreement. All Subscription Fees will be coterminous with the License Years under the Agreement. For the final year of the Agreement, to the extent applicable, Contractor will prorate the applicable Maintenance Fees based on the number of days required to co-terminate System Maintenance with the expiration of the Agreement.

Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

TABLE 4: RECURRING ANNUAL LICENSE / SUBSCRIPTION FEES

SOFTWARE VENDOR	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Number of Users	575	1138	1138	1138	1138
Salesforce	Lightning Force 100 (Administrator) Salesforce.com, Inc. – 205-0011 (6 Users)	\$ 4,781	\$ 4,781	\$ 4,781	\$ 4,973	\$ 5,171
Salesforce	Lightning Force 100 – UE Salesforce.com, Inc. – 205-0010 (575 Users)	\$ 334,219	\$ 661,463	\$ 661,463	\$ 687,921	\$ 715,438
Salesforce	Data Storage (10GB) (price is per org) Salesforce.com, Inc. – 205-0077 – Year 1 QTY 6, Year 2 QTY 10, Year 3 QTY 14, Year 4 QTY 18, Year 5 QTY 22	\$ 70,500	\$ 117,500	\$ 164,500	\$ 219,960	\$ 279,594
Salesforce	Data Storage (500MB) (price is per org) Salesforce.com, Inc. – 205-0076 – Year 1-5: QTY 6	\$ 8,813	\$ 8,813	\$ 8,813	\$ 9,165	\$ 9,532
Salesforce	Unlimited Edition Government Cloud Salesforce.com, Inc. – 205-0125	\$ 33,900	\$ 66,624	\$ 66,624	\$ 69,289	\$ 72,061
Salesforce	Salesforce Shield Salesforce.com, Inc. – 205-0116 (Include Field Audit Trail, Platform Encryption and Event Monitoring)	\$ 101,700	\$ 199,873	\$ 199,873	\$ 207,868	\$ 216,183
Salesforce	Dreamforce '17 Pass Salesforce.com, Inc. – QTY 4	\$ 0.00	N/A	N/A	N/A	N/A
LinkPoint 360	LinkPoint360	\$29,628	\$ 57,778	\$ 57,778	\$ 60,089	\$ 62,492

EXHIBIT B – PRICING SCHEDULE

SOFTWARE VENDOR	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Nintex	Drawloop	\$ 85,560	\$ 169,334	\$ 169,334	\$ 176,117	\$ 183,150
Luminix	Pulsar (Luminix) (500 users)	\$ 105,000	\$ 105,000	\$ 105,000	\$ 109,200	\$ 113,568
OpenText	OpenText Open Text Term Licensing including: S-LLEXTECMPN-KIT Extended ECM Platform S-IGR-3-OT-D-ANNOTATION-KIT Brava! For Content Suite - Docs only - Base Module S-IGR-3-OT-D-PUBLREDACT-KIT Add-on ECM Everywhere OpenText C-EXECPM-ENXCRMSF Extended ECM Enabler for Salesforce	\$ 220,103	\$ 428,538	\$ 428,538	\$ 428,538	\$ 428,538
	TOTAL COST	\$ 994,204	\$1,819,704	\$1,866,704	\$1,973,120	\$2,085,727
TOTAL SUBSCRIPTION FEES						\$8,739,458

2.2 APPLICATION MAINTENANCE AND SUPPORT

This Section specifies the allocated Annual Fees payable by County to Contractor for Application Maintenance and Support that will be provided by Contractor during the term of the Agreement.

TABLE 5: RECURRING ANNUAL APPLICATION MAINTENANCE AND SUPPORT

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Vertiba Managed Services			\$416,000		
TOTAL COST			\$416,000		

3. SYSTEM IMPLEMENTATION

This Section includes the Deliverable amounts to be paid by County to Contractor for provision and implementation of all phases of the Project, as provided below.

Contractor shall be paid for the following Deliverables on a fixed price basis following completion by Contractor and approval by County in accordance with Paragraph 2.4 (Approval of Work) of the Base Agreement of each such Deliverable, subject to the provisions of Paragraph 8.2 (System Implementation) of the Base Agreement. For purposes of payment, a Deliverable will be completed only following Acceptance by County in accordance with the applicable Acceptance criteria set forth in the Agreement.

TABLE 6: PAYMENT SCHEDULE

DEL	TASK / SUBTASK DESCRIPTION & NO.	DELIVERABLE AMOUNT	AMOUNT DUE UPON DELIVERY	HOLDBACK AMOUNT	PROJECT QUARTER
1*	Hosting Environment Provisioning – Task 1	\$ 994,204			Q1
13	Weekly Status Reports – Subtask 3.2.3				
2, 3, 4, 5, 12	Project Management Plan – Subtasks 2.1, 2.2 Project Schedule Staff Management Project Plan Resource Plan – Subtask 7.6 Risk Management Plan – Task 9 Problem Resolution Management Plan – Subtask 6.3	\$ 100,000	\$ 90,000	\$ 10,000	Q1
30	Quality Management Plan – Task 10 Communications Management Scope Change Management Configuration Management	\$ 100,000	\$ 90,000	\$ 10,000	Q1
6	Requirements Traceability Management (including Requirements Management Plan) – Subtask 8.4	\$ 300,000	\$ 270,000	\$ 30,000	Q2
7, 10, 15	Design and Development Plan – Subtask 3.3 Security Plan – Subtask 4.1 Solution Design – Subtask 3.1.3	\$ 300,000	\$ 270,000	\$ 30,000	Q2
8, 14	Detailed Requirements Documentation – Subtasks 3.16, 3.8	\$ 400,000	\$ 360,000	\$ 40,000	Q2
9, 11	Data Conversion Plan – Subtask 5.1 Interface Management Plan – Subtask 8.3	\$ 250,000	\$ 225,000	\$ 25,000	Q3
16	Application Software Iteration 1 – Subtask 3.17	\$ 550,000	\$ 495,000	\$ 55,000	Q3
21	Test Plan – Subtask 3.5	\$ 200,000	\$ 180,000	\$ 20,000	Q4
17	Application Software Iteration 2 – Subtask 3.17	\$ 500,000	\$ 450,000	\$ 50,000	Q4
18*	Year 2 Subscription Fees – Task 1	\$1,819,704			Year 2

EXHIBIT B – PRICING SCHEDULE

DEL	TASK / SUBTASK DESCRIPTION & NO.	DELIVERABLE AMOUNT	AMOUNT DUE UPON DELIVERY	HOLDBACK AMOUNT	PROJECT QUARTER
19	Application Software Iteration 3 – Subtask 3.17	\$ 500,000	\$ 450,000	\$ 50,000	Q5
20	Training Course Outline – Subtask 7.2	\$ 200,000	\$ 180,000	\$ 20,000	Q5
22	Application Software Iteration 4 – Subtask 3.17	\$ 500,000	\$ 450,000	\$ 50,000	Q6
23	Training Package Submission – Subtask 7.3	\$ 200,000	\$ 180,000	\$ 20,000	Q6
25	Application Software Iteration 5 – Subtask 3.17	\$ 500,000	\$ 450,000	\$ 50,000	Q7
24	Support Staff Training – Subtask 7.7	\$ 100,000	\$ 90,000	\$ 10,000	Q7
26, 27	Training Manuals – Subtask 7.4 Training Materials – Subtask 7.5	\$ 100,000	\$ 90,000	\$ 10,000	Q7
28	Final Requirements Traceability Matrix – Subtask 8.6	\$ 100,000	\$ 90,000	\$ 10,000	Q8
31	Application Software Iteration 6 – Subtask 3.17	\$ 500,000	\$ 450,000	\$ 50,000	Q8
29, 33	Knowledge Transfer and Training Plan – Subtask 7.1 Production Release Plan – Subtask 8.9	\$ 100,000	\$ 90,000	\$ 10,000	Q8
34, 35	System Operation Manual – Subtask 11.7 Software Transition Plan – Subtask 11.1	\$ 200,000	\$ 180,000	\$ 20,000	Q9
32, 36	Production Deployment – Subtask 8.9 System Acceptance Event – Subtask 11.9	\$ 300,000	\$ 270,000	\$ 30,000	Q9
37	Project Close-Out	\$ 279,268	\$ 251,341	\$ 27,927	Q9
	Payment for previously withheld holdbacks			\$ 627,927	Q9
38*	Year 3 Subscription Fees – Task 1	\$ 1,866,704			Year 3
38**	Year 3 Application Maintenance and Support – maximum allocation	\$ 416,000			
39*	Year 4 Subscription Fees – Task 1	\$ 1,973,120			Year 4
40*	Year 5 Subscription Fees – Task 1	\$ 2,085,727			Year 5
	TOTAL ONE-TIME IMPLEMENTATION FEES	\$ 6,279,268	\$5,651,341		
	TOTAL SCHEDULE OF PAYMENTS	\$15,434,727			

* Annual payment to be made in accordance with Section 2.1 (Subscription Fees) above.

** Payments to be made in accordance with Section 2.2 (Application Maintenance and Support) above.

4. OPTIONAL WORK

Any agreed-upon Optional Work shall be provided by Contractor in accordance with Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement. No travel or living expenses will be reimbursed by County to Contractor in addition to those included in an agreed-upon Maximum Fixed Price for Optional Work.

4.1 POOL DOLLARS

The total amount of \$2,470,000 allocated for Pool Dollars under this Agreement is the maximum amount County may expend during the term of the Agreement for Optional Work that may be provided by Contractor in accordance with the terms of the Agreement.

Out of \$2,470,000 in Pool Dollars, \$470,000 may only be used during County’s Fiscal Year (“FY”) 2017-18 and is specifically earmarked for acquisition of Optional Work related to Assembly Bill 109 (“AB 109”), as specified by County. Any such Pool Dollars unused during FY 2017-18 for Optional Work related to AB 109 shall remain unspent and cannot be used for acquisition of any other Optional Work. The remaining general Pool Dollars may be used for acquiring any Optional Work as permitted under the Agreement.

TABLE 7: ALLOCATION FOR POOL DOLLARS

DESCRIPTION	AMOUNT
Pool Dollars – General Optional Work	\$ 2,000,000
Pool Dollars – AB-109 Optional Work	\$ 470,000
TOTAL AMOUNT	\$ 2,470,000

4.2 FIXED HOURLY RATE

Contractor shall use the Fixed Hourly Rates specified below for quoting and providing Optional Work during the term of the Agreement, as applicable. Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Agreement. Fixed Hourly Rate shall not increase during the term of the Agreement, as further specified in Paragraph 8.4 (Optional Work) of the Base Agreement.

Contractor shall be paid for Optional Work on a per Change Notice basis the actual price expended for the provision of the Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor’s completion and County’s written approval of the completed Optional Work.

TABLE 8: FIXED HOURLY RATE FOR SERVICES

ROLE / CLASSIFICATION	FIXED HOURLY RATE
Project Manager	\$250
Solution Architect	\$250
Technical Architect	\$250
Business Analyst	\$225
Developer	\$225
Trainer	\$225
Tester	\$225
Web Developer	\$225
Quality Assurance	\$225
System Administrator	\$225
Change Manager	\$225
Vertiba Managed Services – including Application Modifications	\$200
Vertiba OnDemand (VOD) Service Consultant	\$150

SCHEDULE B.1
OPTIONAL WORK SCHEDULE
FOR
CLIENT CASE MANAGEMENT SYSTEM

SCHEDULE B.1
OPTIONAL WORK

This Schedule B.1 shall document and track expenditure of all Pool Dollars for Optional Work that may be provided by Contractor during the term of the Agreement, including those allocated for On-Demand Application Support following year (1) of post-Final Acceptance of the Solution.

1. OPTIONAL WORK

ITEM No.	DESCRIPTION / TYPE	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL (items completed & approved by County)				

Professional Services including those involving in Programming Modifications shall be provided by Contractor to County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Pricing Schedule), which shall not increase during the term of the Agreement.

2. POOL DOLLARS

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date			\$2,470,000

Out of all available Pool Dollars allocated for the term of the Agreement, \$470,000 may only be used during County's FY 2017-18 and is specifically earmarked for acquisition of Optional Work related to AB 109. Any such Pool Dollars unused during FY 2017-18 for Optional Work related to AB 109 shall remain unspent and cannot be used for acquisition of any other Optional Work.

EXHIBIT C
PROJECT SCHEDULE
FOR
CASE MANAGEMENT SYSTEM

EXHIBIT C PROJECT SCHEDULE

Below is a high level overview of the Project schedule. A detailed schedule will be provided by Contractor as part of Implementation Services pursuant to the Statement of Work.

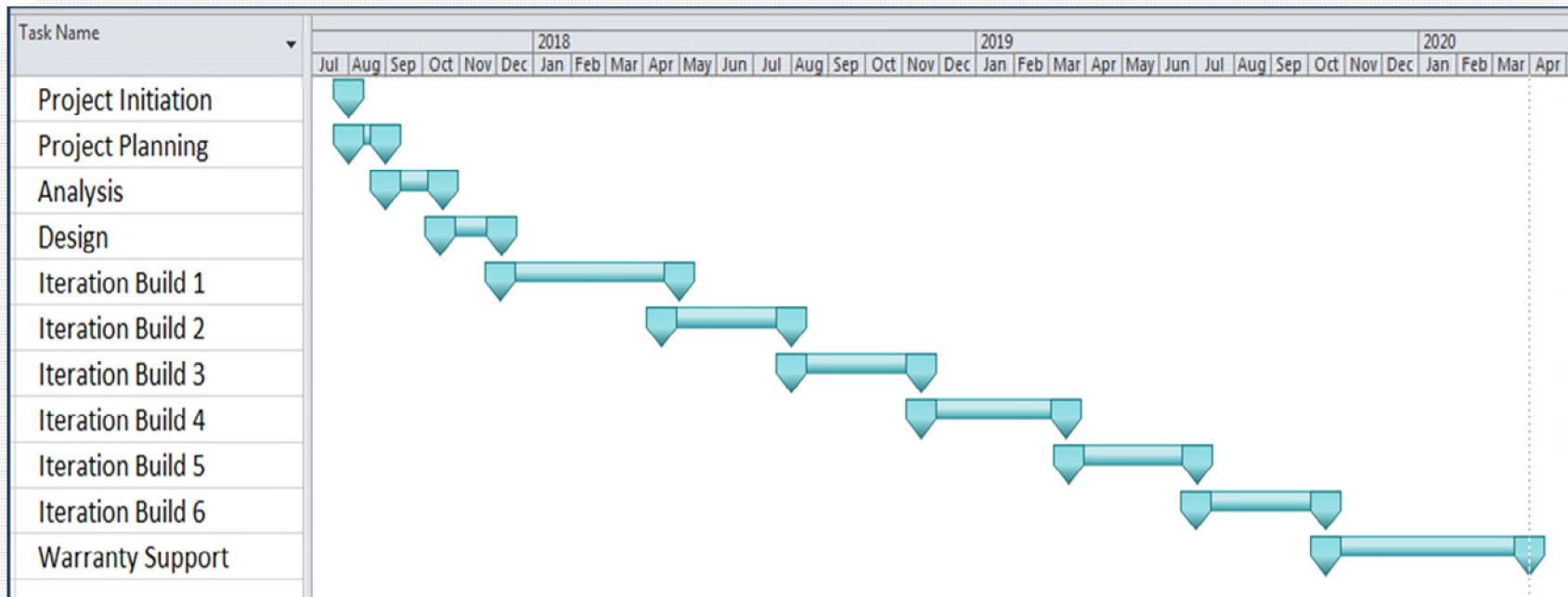


EXHIBIT D
SERVICE LEVEL AGREEMENT
FOR
CLIENT CASE MANAGEMENT SYSTEM

EXHIBIT D
SERVICE LEVEL AGREEMENT

1. GENERAL

This Exhibit D (hereinafter also “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, Maintenance Services, Support Services, System Hosting, Disaster Recovery, correction of Deficiencies, warranties and County’s remedies for Contractor’s failure to meet the Service Level commitment specified herein.

The following Schedules are attached to and form a part of the SLA together with the applicable provisions set forth in Exhibit L (Subscription License, Service Levels and Support Terms):

- Schedule D.1 – Application Management Services
- Schedule D.2 – On-Demand Application Support
- Schedule D.3 – Maintenance and Support Process

Notwithstanding anything to the contrary set forth in the Agreement, in the event of any conflict or inconsistency between the provisions of the Base Agreement, this Exhibit D and/or any of the Schedules attached hereto, such conflict or inconsistency shall be resolved by giving precedence first to the provisions of the Base Agreement, followed by this Exhibit D and then the Schedules attached to this Exhibit D and Exhibit L (Subscription License, Service Levels and Support Terms).

Capitalized terms used in this SLA without definitions shall have the meanings given to such terms in the Base Agreement. Unless defined in the Base Agreement or in this Exhibit D, capitalized terms used in any Schedule attached to this Exhibit D shall have the meanings given to such terms in such Schedule.

2. SCOPE OF SYSTEM MAINTENANCE

Contractor shall provide System Maintenance Services during the term of the Agreement as provided in this Section 2 below. Contractor shall follow the process for provision of System Maintenance Services and correction of Deficiencies identified in Schedule D.3 (Maintenance and Support Process).

2.1 APPLICATION MANAGEMENT SERVICES

Contractor shall provide Application Management Services as System Maintenance Services consisting of Maintenance Services and Support Services for the entire Application Software, including all Licensed Software and Application Modifications (hereinafter also “Vertiba Managed Services”), as provided in Schedule D.1 (Application Maintenance and Support). Contractor’s responsibility to provide Vertiba Managed Services shall commence upon Go-Live of the System and shall continue through Final Acceptance until and through one (1) year following the Final Acceptance, although Vertiba Managed Services shall be provided at no cost to County during the Warranty Period.

County and Contractor have earmarked a maximum of 2,080 hours for Vertiba Managed Services to be provided during year one (1) post-Final Acceptance for a total of \$416,000 calculated at the Fixed Hourly Rate of \$200 per hour (hereinafter for purposes of providing

Vertiba Managed Services only “Fixed Hourly Rate”), as further set forth in Exhibit B (Pricing Schedule). Up to ten percent (10%) of any unused hours earmarked for Vertiba Managed Services within a month may be rolled over to the following month, provided all hours of Vertiba Managed Services must be exhausted within thirteen (13) months. As part of Vertiba Managed Services, County may engage Contractor for provision of Maintenance and Support or agreed upon Application Modifications, as required by County.

Notwithstanding the maximum allocation of hours for provision of Vertiba Managed Services during year one (1) post-Final Acceptance, County may acquire additional hours of Vertiba Managed Services by a Change Notice in the form of Optional Work at the Fixed Hourly Rate for Vertiba Managed Services specified above using available Pool Dollars under the Agreement.

2.2 SUBSCRIPTION SERVICES

Commencing upon the Effective Date and through the term of the Agreement, Contractor shall provide System Maintenance for the Licensed Software that is part of the Solution, including Maintenance Services and Support Services, as provided in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto.

2.3 ON-DEMAND APPLICATION SUPPORT

Following one (1) year from Final Acceptance, County may request that Contractor provide System Maintenance Services, including Maintenance Services and Support Services, for Application Software including Licensed Software and Application Modifications (hereinafter also “Vertiba OnDemand”) in the form of Optional Work using Pool Dollars. Any such On-Demand Application Support Services shall be provided by Contractor in accordance with the provisions of Schedule D.2 (On-Demand Application Support) and an agreed upon Work Order, if any.

Out of all available Pool Dollars allocated for the term of the Agreement, County has approved a maximum amount of Pool Dollars to be utilized for acquisition of On-Demand Application Support without the need for executing a Change Notice under the Agreement as follows: (i) \$150,000 for year two (2) post-Final Acceptance, and (ii) \$150,000 for year three (3) post-Final Acceptance, each calculated at \$150 per hour (hereinafter for purposes of providing On-Demand Application Support only “Fixed Hourly Rate”) for a maximum of 1,000 hours per year, as further set forth in Exhibit B (Pricing Schedule). Any unused Pool Dollars approved for On-Demand Application Support Services shall be for acquisition of Optional Work under the Agreement.

Notwithstanding the maximum allocation of Pool Dollars approved for On-Demand Application Support for years two (2) and three (3) post-Final Acceptance, County may acquire additional hours of On-Demand Application Support by a Change Notice in the form of Optional Work at the Fixed Hourly Rate for On-Demand Application Support specified above using available Pool Dollars under the Agreement.

SCHEDULE D.1
APPLICATION MANAGEMENT SERVICES
FOR
CLIENT CASE MANAGEMENT SYSTEM

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1. GENERAL

This Schedule D.1 (hereinafter also “Application M&S” or “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the maintenance, operational support, hosting, and monitoring of the Application Software that is the core of the Solution, including, but not limited to, Maintenance Services, Support Services, Application Modifications, System Hosting, correction of Deficiencies, warranties and County’s remedies for Contractor’s failure to meet the Service Level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement or in Exhibit D (Service Level Agreement), as applicable.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to System Maintenance specified in the Base Agreement and this SLA, as more fully described below. System Maintenance shall include Maintenance Services, Support Services and System Hosting. System Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

2.2 DEFINITIONS

“**Authorized Contact**” shall mean and refer to any named County personnel authorized to report Deficiencies, and to coordinate provision of Support Services under this SLA.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Section 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Section 4.1 (Scope of Support).

“**Deficiency**” shall mean failure by the Solution to meet the Specifications or the applicable Service Levels specified in the SLA.

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to maintain an active/active Disaster Recovery Plan.

“**Disaster Recovery**” shall mean and refer to Contractor’s obligations described in Section 4.3 (System Backup and Disaster Recovery).

“**Disaster Recovery Plan**,” “**DRP**” shall mean Contractor’s plan for provision of Disaster Recovery under the SLA, as further specified in Section 4.3 (System Backup and Disaster Recovery).

“**Downtime**” shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

“**High Deficiency**” shall mean a Deficiency of Severity Level 3, as further described in Section 5.2.1 (Problem Correction Priorities).

“**Incident**” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“**Major Deficiency**” shall mean a Deficiency of Severity Level 1 or Severity Level 2.

“**Maintenance Services**” shall mean any of the services in maintenance of the Solution provided by Contractor under the SLA, including by provision of Software Updates to Application Software (Licensed Software and Application Modifications), as further specified in Section 3

(Maintenance Services) below and Exhibit L (Subscription License, Service Levels and Support Terms).

“Medium Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Section 5.2.1 (Problem Correction Priorities).

“Scheduled Downtime” shall mean the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3 (Maintenance Services).

“Severity Level” shall mean the applicable Deficiency severity level for purposes of correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

“Software Updates,” “Software Upgrades” shall have the meaning set forth in Section 3 (Maintenance Services).

“Support Hours” shall mean 365/366 days per year, (i) 18 hours a day, 6:00 a.m. – 12:00 a.m. Pacific Time (“PT”) Monday through Friday, and (ii) 8 a.m. to 6 p.m. PT on Saturday and Sunday.

“System Availability” shall mean the System is available and without Severity Level 1 or Severity Level 2 Deficiencies.

“Support Services” shall have the meaning specified in Section 4 (Support Services) below.

“System Performance Requirements” shall mean the requirements for System Performance, including Section 5.3 (System Performance Requirements).

“System Unavailability” shall mean the System is unavailable or experiencing Severity Level 1 or Severity Level 2 Deficiency.

“Unscheduled Downtime” shall mean the System is experiencing unscheduled Downtime or Severity Level 1 Deficiency.

3. MAINTENANCE SERVICES

Contractor shall provide maintenance of the System including the provision of Software Updates (hereinafter “Maintenance Services”), as provided in this Section 3 and Exhibit L (Subscription License, Service Levels and Support Terms), including all Schedules thereto.

Contractor shall notify County of all such scheduled updates to the Application Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Updates to the Application Software shall be at no additional cost to County beyond any applicable Subscription Fees. Any Software Updates necessary to remedy security problems in the System (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Contractor’s knowledge of the existence of any intrusions or other security problems or breaches that affect or affected the integrity of the System Data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

Software Updates to Application Software shall be provided and installed by Contractor at least three (3) times per year. Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Software Updates, with no Downtime, scheduled or unscheduled.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies. As part of its Support Services, Contractor shall provide support for the services during the Support Hours, which shall include providing a point of contact for Support Services by maintaining a system for customer support (hereinafter "Customer Support"). Such operational support shall include Support Services to correct System failure and to remedy Deficiencies in accordance with Section 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications as set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact via telephone and/or Contractor's web-based trouble ticketing system. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use email or any other reasonable means to request Customer Support.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Service Level Requirements shall also include but not be limited to those listed below:

1. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support.
2. Contractor shall provide a telephone number for County staff to call at any time during Support Hours.
3. Contractor shall respond within the period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
4. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.

4.3 SYSTEM BACKUP AND DISASTER RECOVERY

As part of Support Services, Contractor shall also be responsible for backup and disaster recovery (hereinafter "Disaster Recover") of the System, including Licensed Software together with Application Modifications. Such Disaster Recovery Services shall be provided in accordance with Exhibit L (Subscription License, Service Levels and Support Terms) including Schedule L.1 (Salesforce.com, Inc.); except that Disaster Recovery for Application Software hosted by County is outside of the scope of Contractor's Support Services.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring system or discovered by County. Deficiencies that are reported by County under this SLA will require Contractor to report on status and resolution of each reported Deficiency and to collaborate fully with County to resolve each Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definition set forth in Section 5.2.1 (Problem Correction Priorities).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign the Severity Level to each Deficiency reported by County to Contractor’s Customer Support based on the description below. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed “Response Timeframe” and provide a Corrective Action Plan (hereinafter “CAP”) within the prescribed “Corrective Action Obligation” as specified below. The timeframes will start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	RESPONSE TIMEFRAME	CORRECTIVE ACTION OBLIGATION	RESOLUTION TIME
1 – Critical	Critical production issue affecting all users and/or is detrimental to the majority of the department or a work unit, including System Unavailability and data integrity issues with no workaround available.	30 minutes	24 hours	To be determined upon Contractor’s triage of the Deficiency.
2 – Urgent	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or data export.	2 hours	24 hours	To be determined upon Contractor’s triage of the Deficiency.
3 – High	System performance issue or bug that affects some but not all users. Short-term workaround is available, but not scalable.	4 hours	3 days	To be determined upon Contractor’s triage of the Deficiency.
4 – Medium	There is a deviation from the standard of performance that causes no loss of service. This may be a minor error, incorrect behavior or a documentation error that does not impede the operation of the System or affect business operations. It could also be an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration, bug affecting a small number of users. Reasonable workaround available.	8 hours	3 days	To be determined upon Contractor’s triage of the Deficiency.

5.2.2 PROBLEM RESOLUTION PROCESS

Contractor will be responsible for developing, managing and report on the status of work against the CAP. The County will provide timely and relevant resource(s) to assist, as needed, and to provide relevant information to assist Contractor in the development of the CAP. The Corrective Action Plan will include, and be shared with County, as follows:

- Description of the Deficiency, as determined at time of initial report. The description may be enhanced, over time, as the Deficiency is investigated.
- Initial plan for remediation of the Deficiency. Such initial plan may be revised, as required by County.
- Communication from Contractor to County on the CAP will be frequent and periodic for Severity Level 1 and 2 Deficiencies.
- As soon as practicable, Contractor shall provide County with a written or electronic report or summary that may include a detailed explanation of the status of the Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. Contractor will provide, if available, options for System workaround procedures.
- Contractor will provide County with a process to initiate, develop, review, execute and close out a CAP.

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action.

Without limiting the foregoing, in the event a Major Deficiency is not resolved within eight (8) hours, Contractor will escalate the issue to Contractor's Support Manager (also, "Support Manager") identified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). Promptly following such escalation, the Support Manager and County's Project Director or designee (County's Project Manager) will meet to discuss the status of the Deficiency, actions taken, detailed mitigation plans, an estimated time for completing the correction of such Deficiency and options for mitigating detrimental effects of the Deficiency on County business (e.g., through deployment of interim workaround). In the event a Major Deficiency is not resolved within twelve (12) hours, Contractor will escalate the issue to Contractor's Executive (also, "Support Executive") identified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). Promptly following such escalation, the Support Executive and the Chief Information Officer of the Department or the equivalent designee of the Director will meet to discuss the status of the Deficiency, actions taken, detailed mitigation plans, an estimated time for completing the correction of such Deficiency and options for mitigating detrimental effects of the Deficiency on County business (e.g., through deployment of interim workaround) and the final resolution of the Deficiency.

For each Major Deficiency, Contractor will designate a dedicated resource to interface with County regarding all aspects of resolution efforts from the time the Deficiency is reported by County all the way through resolution of the Deficiency.

5.3 SYSTEM PERFORMANCE REQUIREMENTS

Contractor shall correct all Deficiencies and, in particular, Major Deficiencies with Severity Level 1 and Severity Level 2. Upon discovery or reporting of a Deficiency, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of resolution of such Deficiency, preliminary actions taken and the resolution plan.

The System shall meet the System Performance Requirements specified below that are within Contractor's control, including but not limited to those relating to Response Time and System Availability, as further specified in this SLA and the Solution Requirements. All System Performance Deficiencies shall be deemed Severity Level 3 Deficiencies or higher for the

purpose of the correction of Deficiencies and other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	99%
Response Time	Transaction throughput information is published daily on http://trust.salesforce.com/trust/status/ . Salesforce routinely processes over 4 billion transactions during normal Business Days. Of the over 4 billion transactions performed daily on the Salesforce multi-tenant infrastructure, over 50% of these transactions are through the API. In general, Salesforce averages response times around 0.25 seconds.
Performance Reports	The System must provide performance reports that indicate: <ul style="list-style-type: none"> • Average and peak response times by period • Average and peak transaction throughput by period • Error counts and rates by period

5.4 RESOLUTION OF DEFICIENCIES

Resolution of Deficiencies shall be subject to the Dispute Resolution Procedure.

6. **APPLICATION MODIFICATIONS**

If requested by County and agreed to by the parties, Contractor shall provide Application Modifications, including Programming Modifications, using the hours earmarked for Vertiba Managed Services, provided that there are remaining in the applicable month sufficient hours earmarked for Vertiba Managed Services. Application Modifications included within Vertiba Managed Services shall be provided by Contractor at the Fixed Hourly Rate of \$200 per hour.

SCHEDULE D.2
ON-DEMAND APPLICATION SUPPORT
FOR
CLIENT CASE MANAGEMENT SYSTEM

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SCHEDULE D.2
ON-DEMAND APPLICATION SUPPORT

1. GENERAL

This Schedule D.2 (hereinafter also “On-Demand Application Support” or “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, Vertiba onDemand Services for the Application Software that may be provided by Contractor upon County’s request in the form of Optional Work to assist County with managing, operating and maintaining the Application Software starting with year two (2) post-Final Acceptance.

Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement or in Exhibit D (Service Level Agreement), as applicable.

2. ON-DEMAND SUPPORT SERVICES

2.1 SCOPE OF SERVICES

Upon County’s request, Contractor shall provide On-Demand Application Support Services for issues that can be addressed within eight (8) hours, which may include without limitation:

- User maintenance (adding and modifications, de-activating, password resets, role management, profile management, public groups, queues)
- Security model management (record sharing, accessibility settings, password & session settings, delegated administration)
- Configuration changes (creation or modification of custom objects, record types, fields, workflows, approval processes, page layouts, custom links and buttons, report types, Apps, tabs, labels, validation rules, assignment rules, auto-response rules)
- Modification of standard objects (Ideas, Campaigns, Products, Assets, Contracts, Leads, Account, Opportunities, Activities, Cases, Solutions, Users)
- Analytics support (creation, modification and management of views, reports and dashboards)
- Template support (create, edit email templates, mail merge templates, letterhead)
- AppExchange package support (installation, management or removal of AppExchange packages)
- Trigger Development (develop, test, deploy triggers that can be completed in 8 hours or less)
- Feature activation requests
- Data management and migration (import of records; mass transfer; mass delete services. Assumes data is provided by customer in formatted CSV file)
- Workflows
- Reporting
- Small coding tasks

2.2 OUT OF SCOPE SERVICES

Any Vertiba onDemand Services requiring more than eight (8) hours to complete, including but not limited to requirements gathering, process design, approval processes, profiles, custom objects, Visualforce pages, integrations, mobile enablement, training or post-deployment support not explicitly listed above.

3. APPROACH

Contractor uses an approach that draws from both “waterfall” and “agile” methodologies. It is a collaborative process that also requires a high level of involvement from County to maximize the outcome. Contractor, in collaboration with County, will use Vertiba’s ProjectForce tool (built on the Salesforce platform) and follow the ValuePath methodology, which can be found at <http://sforce.co/1Y0oklY>.

4. PROCESS

On-Demand Application Support Services shall be made available and provided by Contractor between 5 a.m. and 5 p.m. Pacific Time (“PT”) during Business Days as follows:

1. County will request Application Support Services by submitting a ticket on Vertiba’s customer portal at <https://Vertibacommunity.force.com>.
2. Contractor’s OnDemand team will respond to the request within forty eight (48) hours to clarify the requirement or reported issue, if needed, and to commit to a number of hours required to complete the necessary Services (which will derive the Maximum Fixed Price for such Services) and the timeline for completion of such Services.
3. On-Demand Application Support Services may be provided from within or outside of the United States, subject to the requirement that no Services or other Work shall be provided by Contractor, or any persons performing Work on behalf of Contractor, from a facility outside of the United States, if Contractor, or any persons performing Services or other Work on behalf of Contractor, in providing such Services or other Work shall have access to County data or any System Data that falls within the scope of County’s Confidential information, as specified in Section 1.2 (Scope of Work) of Exhibit A (Statement of Work).
4. Completed On-Demand Application Support Services, prior to payment therefor, shall require County’s Acceptance and approval in accordance with Section 1.3 (Approval of Work) of Exhibit A (Statement of Work), as evidenced by County’s Project Director’s signature on the applicable Deliverable Acceptance Document.

5. PAYMENT

On-Demand Application Support Services will be provided by Contractor in the form of Optional Work using Pool Dollars and invoiced based upon the number of hours spent in providing the Services at the rate set forth in Exhibit B (Pricing Schedule). Up to 1,000 hours of On-Demand Application Support Services for each of the years two (2) and three (3) post-Final Acceptance may be acquired by County without the need for executing a Change Notice under the Agreement.

On-Demand Application Support Services will be purchased by County in the blocks of 250 hours at \$150 per hour (hereinafter “Fixed Hourly Rate” for purposes of provision of On-Demand Application Support only, which County will be able to use against through the remaining term of the Agreement. Contractor shall notify County when 20% of the hours remain from the purchased block (i.e., 50 hours), at which time the County will have the option of purchasing another block of 250 hours. Any unused hours remaining in a purchased block at the end of expiration or termination of the Agreement, consistent with the provisions of Paragraph 24 (Effect of Termination) of the Base Agreement, shall automatically be refunded to County by Pool Dollars being added to then remaining Pool Dollars at the applicable Fixed Hourly Rate of \$150 per hour for On-Demand Application Support.

SCHEDULE D.3

MAINTENANCE AND SUPPORT PROCESS

This Schedule D.3 describes the process for provision of System Maintenance Services for the System under the Agreement, including Application Management Services and On-Demand Application Support, as further specified in Exhibit D.

When the Los Angeles County Public Defender reports or Vertiba identifies the need for Maintenance Services or Support Services (hereinafter “Support Requests”) to correct a System problem or create an Application Modification such as a System enhancement, Vertiba shall adhere to the following process for taking action:

1. **BREAK FIXES**

Vertiba will provide a written estimate for any work that needs to be completed with a level of effort in excess of eight (8) hours. Vertiba will wait for up to one (1) hour for County approval. If no response is received for a Severity Level 1, 2, or 3 issue within one (1) hour, Vertiba will commence work on the fix. Any work with an estimate of up to eight (8) hours will be executed immediately without direct County approval. For a Severity Level 4 issue, Vertiba will wait for County approval.

2. **ENHANCEMENTS**

Vertiba will provide a written estimate that includes a level of effort for any Application Modifications requested by County, including enhancements. Vertiba will not start on any enhancement work until it receives County approval. Application Modifications, including enhancements, shall be subject to the provisions governing Optional Work, including Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement.

3. **MONTHLY REPORTING**

To manage the budgeted hours per month for Support Requests, Vertiba will provide a monthly report. The report will include line items for all Support Requests as well as line items for time-tracking, which will include a cross-reference to Support Requests worked on for those hours.

4. **EXCESS HOURS**

Vertiba will not provide any M&S work described hereunder in excess of the budgeted monthly hours in any given month unless it has County approval. A buffer of plus 10% will be allowed in any given month.

EXHIBIT E
ADMINISTRATION OF AGREEMENT
FOR
CASE MANAGEMENT SYSTEM

EXHIBIT E
ADMINISTRATION OF AGREEMENT

AGREEMENT NUMBER _____

1. COUNTY KEY PERSONNEL

COUNTY'S PROJECT DIRECTOR:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

COUNTY'S PROJECT MANAGER:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

DIRECTOR:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

EXHIBIT E
ADMINISTRATION OF AGREEMENT

AGREEMENT NUMBER _____

2. CONTRACTOR KEY PERSONNEL

CONTRACTOR'S PROJECT DIRECTOR:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

CONTRACTOR'S PROJECT MANAGER:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

CONTRACTOR'S SUPPORT MANAGER:

NAME: Patrick Fitzpatrick _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX _____

FACSIMILE: (XXX) XXX-XXXX _____

E-MAIL ADDRESS: _____

CONTRACTOR'S EXECUTIVE:

NAME: Ted Battreal

TITLE: Chief Executive Officer

ADDRESS: _____

TELEPHONE: (XXX) XXX-XXXX

FACSIMILE: (XXX) XXX-XXXX

E-MAIL ADDRESS: _____

EXHIBIT F
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
FOR
CLIENT CASE MANAGEMENT SYSTEM

EXHIBIT F

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR _____

1. GENERAL INFORMATION

The organization identified above (“Contractor”) is under agreement (“Agreement”) to provide Work (as such term is defined in the Agreement) to the County of Los Angeles (“County”). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement, represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit F.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Work pursuant to the above-referenced Agreement are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Work under the Agreement.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Agreement, may come in contact with (i) County’s Confidential Information (as such term is defined in the Base Agreement to the Agreement), (ii) data and information, which County may have an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to County or other organizations doing business with County (collectively for the purpose of this Exhibit F “Confidential Information”). By signing this Confidentiality and Assignment Agreement, Contractor agrees that, by virtue of involvement in the Work under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such County’s Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all County’s Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized

person or otherwise disclose any County's Confidential Information obtained while performing Work under the above-referenced Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Agreement. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Agreement.

Contractor agrees to report to County's Project Manager under the Agreement any and all violations of this Agreement, including unauthorized disclosures or copying of County's Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all County's Confidential Information to County's Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

All County Materials provided by Contractor and related Documentation (as defined in Paragraph 16 (Proprietary Considerations) of the Base Agreement) shall belong exclusively to County whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all County Materials shall be deemed to be "works made for hire" under the United States Copyright Act, and County shall be deemed to be the author thereof.

If and to the extent any County Materials are determined not to constitute "works made for hire", or if any rights in the County Materials do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such County Materials, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the County Materials, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that: (i) all economic rights to the County Materials, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the County Materials, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the County Materials without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the County Materials.

Furthermore, Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the County Materials, as further specified in the Base Agreement.

SIGNED _____ **DATE** _____

PRINTED _____ **TITLE** _____

EXHIBIT G
CONTRACTOR'S EEO CERTIFICATION
FOR
CLIENT CASE MANAGEMENT SYSTEM

EXHIBIT G
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	<u>YES</u>	<u>NO</u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
CLIENT CASE MANAGEMENT SYSTEM

EXHIBIT H
JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

EXHIBIT H
JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H
JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

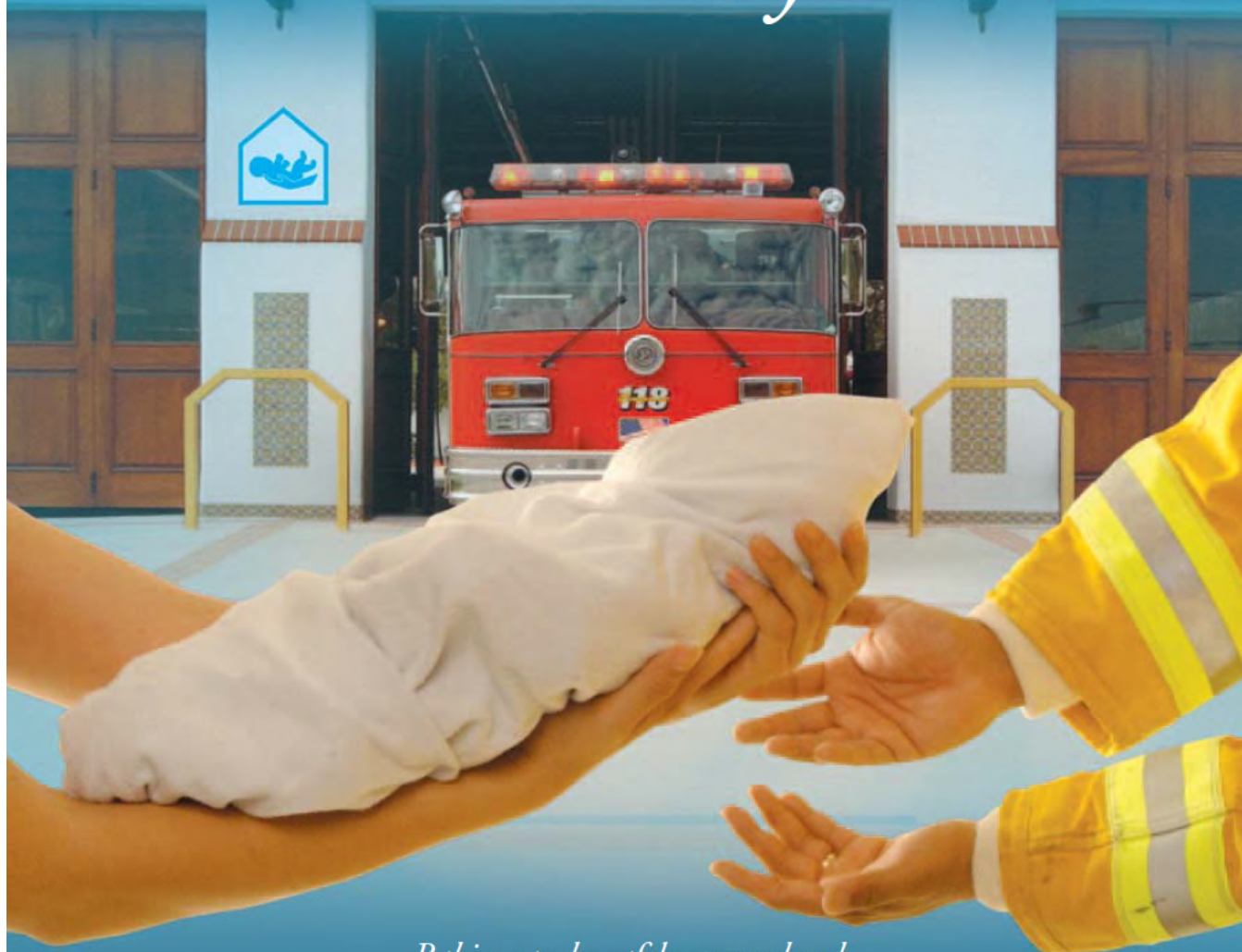
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
CLIENT CASE MANAGEMENT SYSTEM

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

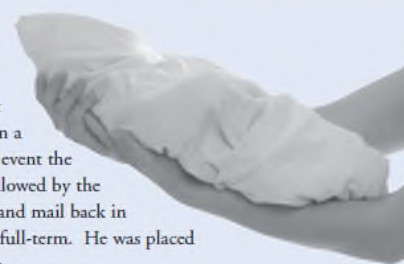
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

SOURCE CODE ESCROW AGREEMENTS – OPEN TEXT INC.

Note: Included in this Exhibit are three documents: a) the 4/21/99 Master Agreement between Open Text Corporation and Fort Knox Escrow Services, Inc., b) a March 19, 2001 letter announcing the acquisition of Fort Knox Escrow Services by DSI Technology Escrow Services, Inc., and c) a certificate from the Delaware Secretary of State announcing that DSI Technology Escrow Services, Inc. changed its name to Iron Mountain Intellectual Property Management, Inc. effective August 31, 2004. The combined effect of these documents is that as of August 31, 2004, the parties to the 4/21/99 Master Agreement are Open Text Corporation Iron Mountain Intellectual Property Management, Inc. (successor to Fort Knox Escrow Services, Inc.)

OPEN TEXT CORPORATION

MASTER AGREEMENT

(BETWEEN PRODUCER AND FORT KNOX)

This escrow agreement is intended for use by a Producer (Developer) and Fort Knox Escrow Services, Inc. The Producer may escrow multiple products under this agreement. In addition, multiple Licensees (End Users) may be registered as beneficiaries of this agreement. Although each Licensee does not sign the agreement, Fort Knox does notify them of the service.

04/21/99 FS

Master (2 party) Escrow Agreement

This Two-Party Escrow Agreement ("Agreement") is made as of this ____ day of _____, _____, by and between Open Text Corporation ("Producer") and Fort Knox Escrow Services, Inc. ("Fort Knox").

Preliminary Statement. Producer intends to deliver to Fort Knox a sealed package containing magnetic tapes, disks, disk packs, or other forms of media, in machine readable form, and the written documentation prepared in connection therewith, and any subsequent updates or changes thereto (the "Deposit Materials") for the computer software products (the "System(s)"), all as identified from time to time on Exhibit B hereto. Producer desires Fort Knox to hold the Deposit Materials, and, upon certain events, deliver the Deposit Materials (or a copy thereof) to those persons or entities listed from time to time on Exhibit C hereto as a licensee of Producer ("Licensee"), in accordance with the terms hereof.

Now, therefore, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Delivery by Producer. Producer shall be solely responsible for delivering to Fort Knox the Deposit Materials as soon as practicable. Fort Knox shall hold the Deposit Materials in accordance with the terms hereof. Fort Knox shall have no obligation to verify the completeness or accuracy of the Deposit Materials.

2. Duplication; Updates.

(a) Fort Knox may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement, provided that the Licensee to whom a copy of the Deposit Materials is to be delivered pursuant to the terms hereof shall bear the expense of duplication. Alternatively, Fort Knox, by notice to Producer, may reasonably require Producer to promptly duplicate the Deposit Materials.

(b) Producer shall deposit with Fort Knox any modifications, updates, new releases or documentation related to the Deposit Materials by delivering to Fort Knox an updated version of the Deposit Materials ("Additional Deposit") as soon as practicable after the modifications, updates, new releases and documentation have been developed by Producer. Fort Knox shall have no obligation to verify the accuracy or completeness of any Additional Deposit or to verify that any Additional Deposit is in fact a copy of the Deposit Materials or any modification, update, or new release thereof.

3. Notification of Deposits. Simultaneous with the delivery to Fort Knox of the Deposit Materials or any Additional Deposit, as the case may be, Producer shall deliver to Fort Knox a written statement specifically identifying all items deposited and stating that the Deposit Materials or any Additional Deposit, as the case may be, so deposited have been inspected by Producer and are complete and accurate. Fort Knox shall, within ten (10) business days of receipt of any Deposit Materials, send notification to Producer that it has received from Producer such Deposit Materials.

4. Delivery by Fort Knox

4.1 Delivery by Fort Knox to Licensees. Fort Knox shall deliver the Deposit Materials, or a copy thereof, to a Licensee only in the event that:

- (a) Producer notifies Fort Knox to effect such delivery to a Licensee or Licensees at a specific address or addresses, the notification being accompanied by a check payable to Fort Knox in the amount of one hundred dollars (\$100.00); or
- (b) Fort Knox receives from any Licensee:
 - (i) Producer has filed for Bankruptcy, or there is a complete cessation of business; thus,
 - (ii) a written demand that the Deposit Materials be released and delivered to Licensee; and evidence satisfactory to Fort Knox that Licensee has previously tried to notify the Producer.
 - (iii) a written undertaking from the Licensee that the Deposit Materials being supplied to the Licensee will be used only as permitted under the terms of the License Agreement;
 - (iv) specific instructions from the Licensee for this delivery; and
 - (v) an initial check payable to Fort Knox in the amount of one hundred dollars (\$100.00).

(c) If the provisions of paragraph 4.1(a) are satisfied, Fort Knox shall, within five (5) business days after receipt of the notification and check specified in paragraph 4.1(a), deliver the Deposit Materials in accordance with the applicable instructions.

(d) If the provisions of paragraph 4.1(b) are met, Fort Knox shall, within five (5) business days after receipt of all the documents specified in paragraph 4.1(b), send by certified mail to Producer a photostatic copy of all such documents. Producer shall have thirty (30) days from the date on which Producer receives such documents ("Objection Period") to notify Fort Knox of its objection ("Objection Notice") to the release of the Deposit Materials to a Licensee and to request that the issue of Licensee's entitlement to a copy of the Deposit Materials be submitted to arbitration in accordance with the following provisions:

- (i) If Producer shall send an Objection Notice to Fort Knox during the Objection Period, the matter shall be submitted to, and settled by arbitration by, a panel of three (3) arbitrators chosen by the Atlanta Regional Office of the American Arbitration Association in accordance with the rules of the American Arbitration Association. The arbitrators shall apply Georgia law. At least one (1) arbitrator shall be reasonably familiar with the computer software industry. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. All costs of the arbitration incurred by Fort Knox, including reasonable attorneys'

fees and costs, shall be paid by the Producer. If, however, a Licensee refuses to submit to such binding arbitration, the matter shall not be submitted to arbitration and Fort Knox may submit the matter to any court of competent jurisdiction in an interpleader or similar action in accordance with paragraph 6(a) hereof.

- (ii) Producer may, at any time prior to the commencement of arbitration proceedings, notify Fort Knox that Producer has withdrawn the Objection Notice. Upon receipt of any such notice from Producer, Fort Knox shall reasonably promptly deliver the Deposit Materials to the Licensee in accordance with the instructions specified in paragraph 4.1(b)(v).

(e) If, at the end of the Objection Period, Fort Knox has not received an Objection Notice from Producer, then Fort Knox shall reasonably promptly deliver the Deposit Materials to the Licensee in accordance with the instructions specified in paragraph 4.1(b)(v). All parties agree that Fort Knox shall not be required to deliver the Deposit Materials until all such fees then due Fort Knox have been paid.

4.2 Delivery by Fort Knox to Producer. Fort Knox shall release and deliver the Deposit Materials to Producer upon termination of this Agreement in accordance with paragraph 7(a) hereof.

5. Indemnity. Producer shall indemnify and hold harmless Fort Knox and each of its directors, officers, agents, employees and stockholders ("Fort Knox Indemnities") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Fort Knox Indemnitee in connection with this Agreement or the performance of Fort Knox or any Fort Knox Indemnitee hereunder.

6. Disputes and Interpleader.

(a) In the event of any dispute between any of Fort Knox, Producer and/or any Licensee relating to delivery of the Deposit Materials by Fort Knox or to any other matter arising out of this Agreement, Fort Knox may submit the matter to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Fort Knox in connection therewith, including reasonable attorneys' fees and costs, shall be borne by Producer.

(b) Fort Knox shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

7. Term and Renewal.

(a) The initial term of this Agreement shall be two (2) years, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, either party notifies the other party that it wishes to terminate the Agreement at the end of such term.

(b) In the event of termination of this Agreement in accordance with paragraph 7(a) hereof, Producer shall pay all fees due Fort Knox and shall promptly notify all Licensees that this Agreement has been terminated and that Fort Knox shall return to Producer all copies of the Deposit Materials then in its possession.

(c) In the event of termination of this Agreement in accordance with paragraph 8(b) hereof, Fort Knox shall destroy the Deposit Materials and Producer shall promptly notify all Licensees that this Agreement has been terminated.

8. Fees. Producer shall pay to Fort Knox fees in accordance with Exhibit A as compensation for Fort Knox's services under this Agreement.

(a) Payment. Fort Knox shall issue an invoice to Producer following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due upon receipt of invoice. All fees and charges are exclusive of, and Producer is responsible for the payment of, all sales, use and like taxes. Fort Knox shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Producer.

(b) Nonpayment. In the event of non-payment of any fees or charges invoiced by Fort Knox, Fort Knox shall give notice of non-payment of any fee due and payable hereunder to the Producer and, in such an event, the Producer shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from Fort Knox. If Producer fails to pay in full all fees due during such ten (10) day period, Fort Knox shall give notice of non-payment of any fee due and payable hereunder to the Licensee(s) and, in such event, the Licensee(s) shall have the right to pay the unpaid fee within ten (10) days of receipt of such notice from Fort Knox. Upon payment of the unpaid fee by either the Producer or the Licensee(s), as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay the unpaid fee under this paragraph 8(b) by both Producer and the Licensee(s) shall result in termination of this Agreement.

9. Ownership of Deposit Materials. Fort Knox and Producer recognize and acknowledge that ownership of the Deposit Materials shall remain with Producer at all times.

10. Available Verification Services. Upon receipt of a written request from any Licensee, Fort Knox and such Licensee may enter into a separate agreement pursuant to which Fort Knox will agree, upon certain terms and conditions, to inspect the Deposit Materials for the purpose of verifying its relevance, completeness, currency, accuracy and functionality ("Technical Verification Agreement"). Upon written request from Producer, Fort Knox will issue to Producer a copy of any written technical verification report rendered in connection with such engagement. If Fort Knox and Licensee enter into such Technical Verification Agreement, Producer shall reasonably cooperate with Fort Knox by providing its facilities, computer systems, and technical and support personnel for technical verification whenever reasonably necessary. If requested by any Licensee, Producer shall permit one employee of such Licensee to be present at Producer's facility during any such verification of the Deposit Materials.

11. Bankruptcy. Producer and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). Producer acknowledges that if Producer as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to Producer or the Bankruptcy Trustee, Producer or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Material from Fort Knox.

12. Miscellaneous.

(a) Remedies. Except for intentional misrepresentation, gross negligence or intentional misconduct, Fort Knox shall not be liable to Producer for any act, or failure to act, by Fort Knox in connection with this Agreement. Any liability of Fort Knox regardless of the cause shall be limited to the amount of fees exchanged under this agreement. Fort Knox will not be liable for special, indirect, incidental or consequential damages hereunder.

(b) Natural Degeneration; Updated Version. In addition, the parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). It is further acknowledged that Fort Knox shall have no liability or responsibility to any person or entity for any Natural Degeneration. For the purpose of reducing the risk of Natural Degeneration, Producer shall deliver to Fort Knox a new copy of the Deposit Materials at least once every three years.

(c) Permitted Reliance and Abstention. Fort Knox may rely and shall be fully protected in acting or refraining from acting upon any notice or other document believed by Fort Knox in good faith to be genuine and to have been signed or presented by the proper person or entity. Fort Knox shall have no duties or responsibilities except those expressly set forth herein.

(d) Independent Contractor; No Third Party Beneficiary. Fort Knox is an independent contractor, and is not an employee or agent of either the Producer or any Licensee. No Licensee is a party to this Agreement, and no Licensee shall have any rights hereunder, including, without limitation, any rights as a third party beneficiary. Producer shall make no representation to any Licensee that is inconsistent with this paragraph 12(d).

(e) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.

(g) Counterparts; Governing Law. This Agreement may be executed in two (2) counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(h) Confidentiality. Fort Knox will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.

(i) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for evidence of receipt, or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

- (i) If to Producer:
to the address listed on the signature page hereof
- (ii) If to Fort Knox:
Fort Knox Escrow Services, Inc.
2100 Norcross Parkway, Suite 150
Norcross, GA 30071 USA
E-mail: info@fortknoxescrow.com
Attn: Contracts Administrator

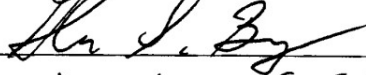
If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

(j) Survival. Paragraphs 5, 6, 8, 9 and 12 shall survive any termination of this Agreement.


(k) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Fort Knox Escrow Services Inc.

By: 
Title: Director of Sales

Producer

By: 
Print Name: David Lewis
Title: V.P. Legal.
Address: OpenText Corporation
185 Columbia St west
Waterloo Ontario Canada N2L 5Z5
Phone: 519-888-7111
Fax: 519-888-0677
E-Mail: dlewis@opentext.com
Attention: Legal Department.



March 19, 2001

Dear Fort Knox Client:

Fort Knox Escrow Services provides software and technology escrow services to your company. We are pleased to advise you that DSI Technology Escrow Services, an Iron Mountain company, has recently acquired the assets of Fort Knox Escrow Services and its operations from Lason. This letter serves as a warm welcome to our company.

As a Lason company, Fort Knox Escrow Services has been a leading provider of intellectual property and technology asset protection services since 1982. During this time, Fort Knox and its staff have built a reputation as an expert provider of high quality escrow services. As we join with DSI and the other companies in Iron Mountain, we will continue to provide the client support you have come to expect and, where possible, introduce new service offerings.

As an Iron Mountain company, DSI embraces the philosophy that our clients are best served by a staff of intellectual property experts. The entire Fort Knox employee group and management team that you have worked with in the past will continue to provide you with unparalleled customer service. They will continue to be accessible to you and your business partners. Richard Sheffield, who has served as General Manager of Fort Knox and has been with the company for eleven years, will continue to oversee the company's operations out of the Atlanta office. As a combined force, Iron Mountain's two escrow companies will now be able to service you as the industry leader, providing both immediate and future benefits to you.

Iron Mountain is the leading provider of records and information management services to more than 125,000 customers worldwide, ranging from small, entrepreneurial organizations to more than two thirds of the Fortune 500 Companies. We operate 700 record management sites, 54 secured media vaults, and nine secure underground facilities in North America and Europe. Established in 1951, Iron Mountain is the oldest and most experienced records management company in the industry. Our greatest asset is our staff of 10,000 professionals dedicated to providing excellent customer service through our "Customer First" program.

Please let this letter serve as official notification of the change in ownership as well as an advisory that as February 1, 2001 DSI assumed the service obligations for which you had tacitly or explicitly contracted with Fort Knox Escrow Services. Be assured that the attention of the Fort Knox, DSI and Iron Mountain staff-- including senior management--is focused on the business transition to ensure that your service expectations are not only met but also exceeded. If you have any questions please call Richard Sheffield at 770-239-9200.

We welcome you to our growing organization and look forward to our partnership in technology protection services.

Sincerely,

Handwritten signature of John Messinger in black ink.

John Messinger
Chief Executive Officer
Lason, Inc.

Handwritten signature of C. Richard Reese in black ink.

C. Richard Reese
Chairman, Chief Executive Officer
Iron Mountain Incorporated

2100 NORCROSS PARKWAY • SUITE 150 • NORCROSS, GA 30071 • www.ironmountain.com

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "DSI TECHNOLOGY ESCROW SERVICES, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.", THE THIRTY-FIRST DAY OF AUGUST, A.D. 2004, AT 1:42 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



2774858 8320

040634528

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3325838

DATE: 08-31-04

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BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement (the “**Agreement**”) that supports **Deposit Account Number:** 37828 with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of the Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below.	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement	\$700	Beneficiary

AUTHORIZED PERSON(S)/NOTICES TABLE

Under the Agreement: (i) Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party (“**Authorized Person**”) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction and (ii) the Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of the Agreement. With respect to Release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party’s Authorized Person(s).

Please provide the name(s) and contact information of the Authorized Person(s) under the Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:		PRINT NAME:	Meredith Schmidt
TITLE:		TITLE:	VP Sales Operations
EMAIL ADDRESS		EMAIL ADDRESS	mschmidt@salesforce.com
STREET ADDRESS		STREET ADDRESS	Landmark at 1 Market St., Ste. 300
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	San Francisco, CA, USA
POSTAL/ZIP CODE		POSTAL/ZIP CODE	94105
PHONE NUMBER		PHONE NUMBER	+1.415.901.7000
FAX NUMBER		FAX NUMBER	+1.415.901.7040

BENEFICIARY BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Beneficiary Billing Contact under this Enrollment Form. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	VP Worldwide Sales Operations
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT K
PRE-APPROVED SUBCONTRACTORS
FOR
CLIENT CASE MANAGEMENT SYSTEM

EXHIBIT K
PRE-APPROVED SUBCONTRACTORS

The following entities are engaged by Contractor, directly or indirectly, as subcontractors to provide Work under the Agreement:

- Carahsoft Technology Corp.
- Salesforce.com, Inc.
- LinkPoint360, LLC
- Luminix, Inc.
- Nintex USA Inc.
- Open Text Inc.

EXHIBIT L
**SUBSCRIPTION LICENSE,
SERVICE LEVELS AND SUPPORT TERMS
FOR
CLIENT CASE MANAGEMENT SYSTEM**

EXHIBIT L
SUBSCRIPTION LICENSE, SERVICE LEVELS
AND SUPPORT TERMS

1. GENERAL

This Exhibit L sets forth the terms of the License and System Maintenance to be provided by Contractor only for Licensed Software comprising the Solution (hereinafter also “Subscription Services”) during the term of the Agreement up to the number of Users specified in Exhibit B (Pricing Schedule), to the extent applicable.

The following Schedules, are attached to and form a part of the Subscription Services set forth in this Exhibit L applicable to each Software Vendor sublicensing the Licensed Software under the Agreement:

- Schedule L.1 – Salesforce.com, Inc.
- Schedule L.2 – LinkPoint360, LLC
- Schedule L.3 – Luminix, Inc.
- Schedule L.4 – Nintex USA LLC
- Schedule L.5 – OpenText

Notwithstanding anything to the contrary set forth in the Agreement, in the event of any conflict or inconsistency between the provisions of the Base Agreement, this Exhibit L and/or any of the Schedules attached hereto, such conflict or inconsistency shall be resolved by giving precedence first to the provisions of the Base Agreement, followed by this Exhibit L and then the Schedules attached to this Exhibit L.

Capitalized terms used in this Exhibit L without definitions shall have the meanings given to such terms in the Base Agreement. Unless defined in the Base Agreement or in this Exhibit L, capitalized terms used in any Schedule attached to this Exhibit L shall have the meanings given to such terms in such Schedule.

2. SCOPE OF SUBSCRIPTION SERVICES

2.1 LICENSE TERMS

In addition to the provisions specified in Paragraph 10.2 (License) of the Base Agreement, Contractor’s License for each component of the Licensed Software shall be subject to the applicable provisions, including License rights and restrictions, set forth in the applicable Schedule attached to this Exhibit L.

2.2 SYSTEM MAINTENANCE

In addition to System Maintenance Services for Application Software provided by Contractor under the Agreement, including Vertiba Managed Services and On-Demand Application Support, Contractor shall provide System Maintenance for the Licensed Software that is part of the Solution, including Maintenance Services and Support Services, as provided in the Schedules attached to this Exhibit L.

SCHEDULE L.1 SALESFORCE.COM

The County of Los Angeles (“County” or “Customer”) has entered into an agreement with Vertiba, LLC. (“Contractor”), including subcontracts with the Reseller and SFDC (“Agreement”), for developing and maintaining and supporting a Client Case Management System (“System”) application based on and including SFDC Services. This Schedule L.1 sets forth the license, service levels and support terms applicable to the SFDC Services to be provided under such Agreement (also referred to as “Subscription Services” or “SFDC Service Terms”) in addition to the terms set forth in the Agreement.

PART 1 – SUBSCRIPTION LICENSE TERMS

The SFDC Services to be provided to County under the Agreement shall be subject to the license terms (“License” or “Subscription License”) set forth in this Part 1 below.

1. DEFINITIONS

“**Content**” means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the SFDC Services, as more fully described in the Documentation.

“**Customer**” means the entity for which Contractor has contracted with Reseller to purchase subscriptions to use the SFDC Services, subject to the conditions of these SFDC Service Terms.

“**Customer Data**” means any electronic data or information submitted by or for Customer to the SFDC Services, excluding Content and Non-SFDC Applications.

“**Documentation**” means the applicable Marketing Cloud Service’s [Trust and Compliance](#) documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable SFDC Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the SFDC Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, the HubExchange located at <https://hubexchange.exacttarget.com/>, the Heroku add-ons catalog located at <https://addons.heroku.com/>, and any successor websites.

“**Non-SFDC Application**” means any mobile, Web-based, offline or other software application that is provided by Contractor, Reseller, Customer or a third party and interoperates with the SFDC Services, including, for example, an application that is developed by or for Customer, is listed on a Marketplace, or is identified as Salesforce Labs or by a similar designation.

“**Qualified US Citizen**” means a US-based US citizen who has completed a tier 3 MBI per US Federal Government Investigative Standards by US Personnel Security Program.

“**Reseller**” means Carahsoft Technology Corp.

“**SFDC**”; “Salesforce” means Salesforce.com, Inc., located at The Landmark @ One Market, Suite 300, San Francisco, CA 94105, USA.

“**SFDC Services**” means the Salesforce products and services offered and/or provided to Customer under the Agreement, including associated online and offline components, as described in the Documentation and/or the Agreement. “SFDC Services” exclude Content and Non-SFDC Applications.

“**User**” means an individual who is authorized by Customer to use the SFDC Services on behalf of Customer and to whom Customer (or, when applicable, SFDC at Contractor’s or Reseller’s request), has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. **SUPPORT**

All support inquiries and matters must be made by Customer through SFDC.

3. **USE OF SFDC SERVICES AND CONTENT**

3.1. Usage Limits. SFDC Services and Content are subject to usage limits specified in the Agreement and/or the Documentation, as applicable. Unless otherwise specified, (a) a User’s password may not be shared with any other individual, and (b) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the SFDC Services.

3.2. Customer Responsibilities. Customer will (a) be responsible for Users’ compliance with the SFDC Service Terms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data, (c) submit Customer Data only in accordance with the Documentation and applicable laws and government regulations, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the SFDC Services, and notify SFDC or Contractor promptly of any such unauthorized access or use, (e) use the SFDC Services only in accordance with these SFDC Service Terms, the Documentation, the Agreement and applicable laws and government regulations, and (f) comply with terms of service of Non-SFDC Applications with which Customer uses SFDC Services or Content.

3.3. Usage Restrictions. Customer will not (a) make the SFDC Services or Content available to, or use the SFDC Services or Content for the benefit of, anyone other than Users, unless expressly stated otherwise in the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the SFDC Services or Content, or include any SFDC Services or Content in a service bureau or outsourcing offering, (c) use the SFDC Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, unless used, transmitted or maintained in the course of Customer’s normal business or legal representation obligations, (d) use the SFDC Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SFDC Services or third-party data contained therein, (f) attempt to gain unauthorized access to the SFDC Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of SFDC Services or Content in a way that circumvents a contractual usage limit, or use any SFDC Services to access or use any of SFDC’s intellectual property except as permitted under these SFDC Service Terms, or the Documentation, (h) copy SFDC Services or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein the Documentation, (j) access the SFDC Services or Content in order to build a product or service or to benchmark with a non-SFDC competitive product or service, (k) frame or mirror any part of the SFDC Services or Content, other than copying or framing on Customer’s own intranets or otherwise for its own internal business purposes, (l) access the SFDC Services or Content in order to build a competitive product or service, or (m) reverse-engineer the SFDC Services. Customer’s or a User’s intentional violation of the foregoing, or any use of the SFDC Services in breach of these SFDC Service Terms or the Documentation (if applicable) by Customer or Users that in SFDC’s judgment imminently threatens the security, integrity or availability of SFDC’s services, may result in SFDC’s immediate suspension or termination of the SFDC Services. Section (c) of the previous paragraph shall not apply to Customer’s day-to-day business activities.

- 3.4. External-Facing Services.** If Customer subscribes to the SFDC Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, Customer will comply with, and be responsible for Users' compliance with, SFDC's External-Facing Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp>, as may be applicable to the SFDC Services, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies.
- 3.5. Removal of Content and Non-SFDC Applications.** If SFDC is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, unless such Content is used, transmitted or maintained in the course of Customer's normal business or legal representation obligations, SFDC may discontinue Customer's access to such Content through the SFDC Services and/or may on notice to Contractor or to Customer require Customer to discontinue all use of such Content and, to the extent not prohibited by law, promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC Application used with the SFDC Services by Customer may violate the External-Facing Services Policy or applicable law or third-party rights, SFDC may so notify Customer and Contractor and, in such event, Contractor will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Contractor or Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, the SFDC Services and/or Non-SFDC Application until the potential violation is resolved. If so requested by SFDC, Contractor shall certify such deletion and discontinuance of use in writing, and SFDC shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

4. NON-SFDC PROVIDERS

If Customer chooses to use a Non-SFDC Application with the SFDC Services, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the SFDC Services. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by the provider of such Non-SFDC Application or its provider. The SFDC Services may contain features designed to interoperate with such Non-SFDC Applications. To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers and may be required to grant SFDC access to Customer's account(s) on such Non-SFDC Applications. SFDC cannot guarantee the continued availability of such SFDC Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding SFDC Service features in a manner acceptable to SFDC.

5. PROPRIETY RIGHTS AND LICENSES

- 5.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, on behalf of itself, its licensors and Content providers, reserves all rights, title and interest in and to only the SFDC Services and Content described in this Schedule L.1, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2. Access to Content.** Access to Content is subject to the terms of the Agreement, these SFDC Service Terms and the Documentation.
- 5.3. License by Customer to Host Customer Data and Applications.** Customer grants to Contractor, for use by SFDC, its Affiliates and applicable contractors, a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any SFDC and Non-SFDC Applications and program code created by or for Customer using the SFDC Services or for use by Customer with the SFDC Services, as necessary for Contractor to provide the SFDC Services in accordance with this Schedule L.1 and the Documentation. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these SFDC Service Terms in or to any Customer Data, Non-SFDC Application or such program code.

License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement requests, recommendations, correction or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services in accordance with the terms of the Agreement.

6. DISASTER RECOVERY

Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned at an archive data center. Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Backups are retained for 90 days. Backups never physically leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.

This paper further explains the technology that makes the Salesforce Force.com platform fast, scalable and secure for any type of application: https://developer.salesforce.com/page/Multi_Tenant_Architecture. The County has been provided access to Salesforce's FedRAMP package under NDA to the County Chief Information Security Officer that contains the details of our Disaster Recovery Plan.

7. WARRANTY DISCLAIMER

As between SFDC and Customer, SFDC makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content is provided "as is," and as available exclusive of any warranty whatsoever.

With respect only the SFDC Services described in this Schedule L.1, Contractor warrants solely for the benefit of Customer that (i) SFDC Services will be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) Contractor owns, or otherwise has obtained sufficient rights, for provision of the SFDC Services and the SFDC Technology to grant the rights and licenses granted herein; and (iii) the SFDC Services and SFDC Technology do not infringe upon any intellectual property rights of any third party. This warranty does not apply to any damage resulting from unauthorized use or negligence on the part of Customer.

8. NO LIABILITY

In no event shall SFDC have any liability to Customer or any user for any damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused and, whether in contract, tort or under any other theory of liability, whether or not customer has been advised of the possibility of such damages. SFDC disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

9. GENERAL

9.1. Notice. Any notice or other obligations that SFDC has to customers generally under the Documentation shall not apply as between SFDC and Customer. Any notices that SFDC is required to provide under the Documentation shall be provided by SFDC to Contractor or Customer based on the circumstances and designated contact information for notices available to SFDC in the SFDC Services. Contractor shall ensure that all notices provided by SFDC to Contractor shall be forwarded to the appropriated County contracts set forth in the Agreement.

9.2. Waiver. No failure or delay by SFDC in exercising any right under these SFDC Service Terms will constitute a waiver of that right.

- 9.3. Severability.** If any provision of these SFDC Service Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these SFDC Service Terms will remain in effect.
- 9.4. Further Contact.** SFDC may contact Customer or Contractor regarding new SFDC service features and offerings.
- 9.5. Source Code Escrow.** SFDC shall maintain Customer as a beneficiary under SFDC’s pre-existing Escrow Services Agreement for Deposit Account Number 3728 with Iron Mountain Intellectual Property Management, Inc. (hereinafter the Escrow Services Agreement, together with the Beneficiary Enrollment Form attached under Exhibit J (Source Code Escrow Agreements) to the Agreement, “Source Code Escrow Agreement”). SFDC shall release the Source Code for SFDC Services to County, and County shall have the right to immediately begin using the Source Code, at no charge to County, upon the occurrence of any one of the Release Conditions for County to perform its own support and maintenance. Any and all fees and costs associated with maintaining Customer as a beneficiary under the Source Code Escrow Agreement or the Source Code Escrow Agreement itself shall be borne by Contractor or Reseller. Consequently, payment of any and all fees and costs required by the Source code Agreement to be made by County for maintaining the Source Code in escrow, the Source Code Escrow Agreement or County as a beneficiary to such Source Code Escrow Agreement shall be made by Contractor or Reseller on behalf of County.

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which SFDC has an interest, SFDC acknowledges, represents and warrants that SFDC shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.1.

- 9.6. Bankruptcy.** All rights and licenses granted pursuant to any section of this Schedule L.1 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the “Code”) and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to “intellectual property”, as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.1. Without limiting the generality of the foregoing, SFDC acknowledges and agrees that, if SFDC or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer’s rights of election, all rights and licenses granted to Customer under this Schedule L.1 will continue, subject to the terms and conditions hereof, and will not be affected, even by SFDC’s rejection of this Schedule L.1.

PART 2 – SERVICE LEVELS AND SUPPORT TERMS

This Part 2 sets forth the service levels and support terms (“Service Level Addendum” or “SLA”) that are part of the SFDC Services to be provided under the Agreement.

1. PREMIER+ SUCCESS PLAN

The Premier+ Success Plan provides all the benefits listed below, which shall include an assigned support rep, priority case routing, one-hour response time for critical issues, 24x7 phone support, unlimited usage of the entire online Salesforce course library, and access to a team of expert Salesforce administrators.

- Access to a pool of Salesforce Certified Administrators who can configure and maintain the agency’s Salesforce edition
- More than 100 administrative services
- Additional expertise and programs from Salesforce’s Customers For Life (CFL) organization
- Multichannel customer service: web, email, and phone support
- 24x7 toll-free phone support
- Priority case queuing and routing
- Quick initial one-hour response time for critical issues
- Unlimited access to the entire online Salesforce course catalog
- An assigned support account rep
- Force.com code troubleshooting
- Customizable end-user course templates
- Premier Accelerators
- Premier Apps
- Exclusive webinars
- Premier Success Review to measure usage and trends
- Trailhead
- “Getting Started” online training catalog
- Certification prep courses
- Role-based, online, and video learning paths
- Success Communities
- Guided Journeys
- Circles of Success Interactive Events
- Access to over 90 Accelerators
- Exclusive certification practice exams

NOTE: The Salesforce Government Cloud requires the use of the Premier+ Success Plan. Government Cloud users receive technical support from Qualified U.S. Citizens.

2. AVAILABILITY

SFDC shall make the SFDC Services available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- *total* means the total number of minutes in the calendar quarter;
- *nonexcluded* means downtime that is not *excluded*; and
- *excluded* means:
 - Any planned downtime of which SFDC gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. SFDC will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any period of unavailability lasting less than 15 minutes.
 - Any unavailability caused by circumstances beyond SFDC's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Customer subscribes to the SFDC Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

3. REMEDIES

Should SFDC fail to make the SFDC Services available as set forth in Section 2 (Availability) above in a calendar quarter, Customer may terminate the SFDC Services under the Agreement by providing notice of termination in accordance with Section 4 (Reporting, Claims and Notices) below, in which case SFDC will refund to Customer any prepaid fees for the remainder of the SFDC Services subscription term(s) following the date of such termination. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

4. REPORTING, CLAIMS AND NOTICES

To claim a remedy pursuant to this SLA, Customer shall send Contractor a notice containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within ten (10) Business Days after the end of the applicable quarter. To the extent applicable under the Agreement, where the SFDC Services subscription ends on a date other than the last day of a calendar quarter, any claim related to that subscription must be submitted within ten (10) Business Days after the subscription end date.

All claims will be verified against SFDC's system records. Should SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer and Contractor a record of SFDC Services availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith. Notwithstanding the foregoing, County claims hereunder submitted by Contractor on behalf of County shall be handled with County approval.

5. GENERAL

Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. SFDC shall have no obligations under this SLA during any period in which Customer is in material breach of the Agreement with regards to Customer's obligations under this SLA.

SCHEDULE L.2

LINKPOINT360, LLC

The County of Los Angeles (“County” or “Licensee”) has entered into an agreement (“Agreement”) with Vertiba, LLC. (“Contractor” or “Vertiba”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) incorporating Software provided and licensed by LinkPoint360, LLC (“Licensor”) Carahsoft Technology Corp. (“Reseller”). This Schedule L.2 (also, “License and Support Agreement”) sets forth the license, service levels, warranties and support terms applicable to the Software and related services (together “Software”) to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

PART 1 – SUBSCRIPTION LICENSE TERMS

The Subscription Services to be provided to County under the Agreement with respect to the Software described hereunder shall be subject to the license terms (“License Terms”) set forth in this Part 1 of the License & Support Agreement below.

1. DEFINITIONS

In addition to the terms that are defined elsewhere in this Agreement, the defined terms below shall have the meanings given to them as follows:

- 1.1. “**End User(s)**” shall mean the persons designated by County to implement, use and/or maintain and support the System containing the Software, including County employees and agents, Vertiba personnel, Pre-Approved Subcontractors (as defined in the Agreement) County third party contractors and other personnel performing such services on behalf of County or Contractor.
- 1.2. “**Software**” shall mean the certain LinkPoint360 Connect computer program(s) of Licensor included in the System under the Agreement, their database structure/schema and related documentation, and all Upgrades, all owned by Licensor.
- 1.3. “**Upgrade**” or “**Upgrades**” shall mean any new versions, updates, fixes, enhancements, service packs or other revisions of the Software as may be commercially released in the future at Licensor’s sole discretion.

2. LICENSE

Subject to and without limiting the Licensee’s rights under the Agreement with respect to the Licensed Software (as defined in the Agreement), including the Software described herein, the license for the Software set forth in this License & Support Agreement is subject to the terms specified below in this Section 2.

- 2.1. LICENSE GRANT. During the term of the Agreement, Contractor grants to County and End Users for use within CMS for the exclusive benefit of the County’s business operations the license to use the Software described herein. Licensor hereby authorizes Reseller to sell to County for use by the End Users Software subscription licenses (“Seats”) as specified in the Agreement under the terms and conditions of this License & Support Agreement. For each Seat, the Software may be installed on a maximum of three (3) computers; however, a given Seat may not be used on more than one (1) computer concurrently. For the avoidance of doubt, a user ID for a given Seat

may not be shared or used by more than one (1) person. The Software may be used by all End Users, provided that County will be solely responsible for the acts and omissions of such End Users and shall ensure that any third party use of the Software complies with the provisions of this License & Support Agreement.

- 2.2. DELIVERY. For each Software license that County purchases under the Agreement, Contractor shall provide to County a copy of the Software and associated materials as appropriate via network download for distribution to End Users. Each copy of the Software will be uniquely identified via a serial number, or otherwise, and will be associated with a particular End User account.
- 2.3. SALESFORCE.COM. The license for Licensor's Software products that are designed to integrate with Salesforce.com is expressly limited in such a way that a given Software license key may only be used by End Users within a single Salesforce.com Org (as defined below). County's use of such Software with more than one (1) Salesforce.com Org will require purchase of separate license keys for each such Salesforce.com Org as authorized under the Agreement. A Salesforce.com "Org" means a separate set of Salesforce.com customer data and product customizations stored in a logically separate database (i.e., in a database that is segregated from other databases through password controlled access).
- 2.4. BACKUPS. County is permitted to make one (1) copy of the Software in machine-readable form solely for backup purposes. Any such backup copy of the Software must include all copyright notices and any other proprietary legends on the original copy of the Software.
- 2.5. LICENSE TO USE TRADEMARK AND TRADE NAME. Any and all trademarks and trade names that Licensor uses in connection with the Software pursuant to the license grant provided hereunder are and remain the exclusive property of Licensor.

3. LICENSE RESTRICTIONS

Subject to, without limiting the rights of County under, and except as permitted by the Agreement, including this License & Support Agreement, County or End Users may not:

- 3.1. Make or distribute copies of the Software;
- 3.2. Decompile, reverse-engineer, disassemble, or otherwise reduce the Software to a human perceivable form, except as permitted or required by law;
- 3.3. Attempt to remove any copyright notices or other reference to Licensor's ownership of the Software appearing on the Software or any materials and documentation provided therewith;
- 3.4. Rent, lease, sublicense or resell the Software;
- 3.5. Modify or create derivative works based upon the Software or any part thereof without approval or authorization of Contractor or Licensor;
- 3.6. Permit any third party to use the Software, or use the Software for purposes of processing the data of any third party other than for County's business purposes; or
- 3.7. Use the Software to violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including but not limited to U.S. export laws. Notwithstanding the foregoing, County shall not be in violation of this Section 3.7 for storing, maintaining or transmitting otherwise illegal content or material, if County stores, maintains or transmits such content or material in the course of County's normal business or legal representation obligations.

- 3.8. SEATS. County may request an increase in the number of Seats by written notice to Contractor, at any time, and may request a decrease in the number of Seats only via written notice sent at least thirty (30) days in advance of the expiration of the then current License Year (as defined in the Agreement). Upon receipt of either such notice, County and Contractor shall identify the revised number of Seats and corresponding annual License Fees (as defined in the Agreement) and modify the Agreement to the extent permitted under, and in accordance with, the Agreement. The License Fees for requests to increase the number of Seats will be prorated to reflect the amount of time remaining in the current License Year. For the avoidance of doubt, County is unauthorized to decrease the number of Seats and/or receive any corresponding refund of Fees, except as specified in this Section 3.8 above.

4. SUPPORT

For Seats purchased by County under the Agreement, Licensor shall support the Software as provided below in this Section 4 based on the Service Level specified in Part 2 (Service Levels and Support Terms) below in this Schedule L.2.

- 4.1. SUPPORT. Licensor shall provide email and telephone support of the Software during the term of the Agreement to answer questions and help troubleshoot any difficulties that End Users may have in using the Software. There is no limit to the number of support calls that County may place during the Agreement term; however, live support will only be provided by Licensor between the hours of 8:30 AM and 6:00 PM EST on normal business workdays (hereinafter, for purposes of this Schedule L.2 only, "Business Hours"). The support under this License and Support Agreement does not include any on-site support by Licensor. Support provided hereunder shall be subject to the provisions of Part 2 (Service Level and Support Terms) (also "SLA").
- 4.2. ONLINE SUPPORT. Contractor shall provide End Users with Internet access to Licensor's knowledge base and other help facilities posted on Licensor's web site, to also allow County and End Users to obtain solutions to problems by querying this knowledge base.
- 4.3. UPGRADES. As part of support hereunder, during the term of the Agreement, Contractor shall provide to County all Upgrades without any additional charge beyond the payment of the applicable License Fees specified in the Agreement.

5. PROPRIETARY RIGHTS

- 5.1. OWNERSHIP. Contractor represents and warrants that Licensor has all necessary rights in and to all copyrights, patents and other proprietary rights associated with the Software that are necessary to market, distribute, use and license the Software. Contractor further represents and warrants that Licensor has the unrestricted right and authority to provide the Software and associated maintenance and support under the Agreement.
- 5.2. PROPERTY RIGHTS. Contractor represents and warrants, and County acknowledges and agrees, that the Software and all copies thereof constitute valuable Licensor trade secrets and confidential/proprietary information and that title in the Software remains in the Licensor. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Software remain in the Licensor. All other aspects of the Software, including without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of Licensor and shall not be sold, revealed, disclosed or

otherwise communicated, directly or indirectly, by County to any person, company or institution, except for the purposes set forth herein or as provided in the Agreement. It is expressly understood that no title to or ownership of the Software, or any part thereof, is hereby transferred to County.

6. LIMITED WARRANTIES; REMEDIES

In addition to the Licensed Software warranties and County's remedies set forth in the Agreement, Contractor shall provide the warranties and County shall be entitled to the remedies set forth below in this Section 6.

- 6.1. PERFORMANCE WARRANTIES. Licensor represents and warrants that during the term of the Agreement the Software will perform in substantial conformance with the documentation supplied or otherwise made available by Contractor or Licensor as part of the Software or associated services, including maintenance and support, and will be free from material defects in materials and workmanship under normal use.
- 6.2. OTHER WARRANTIES. Contractor represents and warrants that during the term of the Agreement:
 - 6.2.1. The Software will not infringe upon, violate or misappropriate the intellectual property rights of any third party;
 - 6.2.2. Licensor has the right to grant the licenses under the Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances or other interests of any third party;
 - 6.2.3. The Software and the media on which Software resides will not knowingly contain any viruses, "Trojan horses" or other malicious or harmful code, subject to Section 6.3 (Lockout Mechanism) below, and Contractor and Licensor will test the Software using industry standard virus detection tools to verify the absence of any malicious or harmful code prior to shipment to County; and
 - 6.2.4. The Software is not subject to any license that requires that other software or documentation that incorporates or is used with the Software be disclosed or distributed in source code form, or be licensed for the purpose of making derivative works.
- 6.3. LOCKOUT MECHANISM. Notwithstanding any other provision of this Agreement, County and Contractor hereby understand and agree that the Software does contain a lockout mechanism that provides Licensor or Contractor with the technical capability to disable the Software (the "Lockout"). Contractor hereby represents and warrants that neither Licensor nor Contractor will use the Lockout to disable the Software except in the event of failure to pay the Fees hereunder or other material breach of this Schedule L.2.
- 6.4. Except as set forth in the express limited warranties of Sections 6.1 (Performance Warranties), 6.2 (Other Warranties) and 6.3 (Lockout Mechanism), the Software is provided "as is", and Licensor makes no other warranty or representation, either express or implied, with respect to such Software. Licensor expressly disclaims all other warranties, either express or implied, including the warranties of merchantability, fitness for a particular purpose and non-infringement with respect to such Software.
- 6.5. Licensor makes no representation or warranty that the Software hereunder will: (i) be uninterrupted, timely, secure, complete, accurate or free from defects except as specified in Section 6.1; (ii) operate in conjunction with hardware, operating systems, environments or software not specified or approved by Licensor, or that are incompatible with the current release

or update of the Software per Licensor specifications; or (iii) operate correctly in the event that County fails to install new necessary Upgrades provided by Licensor.

- 6.6. Licensor expressly makes no warranties regarding protection of County data, and bears no responsibility for establishing procedures for the creation of back-up copies or security of County data or other information.
- 6.7. No oral or written information or advice given by Licensor, its dealers, agents or employees shall create a warranty of any kind, or in any way increase the scope of this warranty.
- 6.8. If any jurisdiction disallows the disclaimer of any warranty hereunder, then to the extent allowable by applicable law, such warranties shall be limited in duration to ninety (90) days from the effective date of such warranty.
- 6.9. If County deems that the Software has failed to perform as warranted in Section 6.1 (Performance Warranties) hereunder, County or Contractor, as applicable, shall so notify Licensor and provide a detailed description of the problem. If, after analyzing the problem, Licensor determines that the problem is genuine, Licensor shall make commercially reasonable efforts to correct the problem. In such case, County's sole remedy shall be to receive within a commercially reasonable time, an Upgrade issued by Licensor that addresses the problem. Contractor and County agree to cooperate and work closely with Licensor in a prompt and reasonable manner in connection with Licensor's correction efforts. If Licensor fails to correct, cure or otherwise remedy a material malfunction, County may terminate the Agreement with respect to the Subscription Services hereunder, and Contractor will refund a pro rata portion of pre-paid Subscription Fees.
- 6.10. Licensor shall have no responsibility with respect to the Software:
 - 6.10.1. To the extent that it has been altered in any way other than as expressly authorized by Contractor or Licensor;
 - 6.10.2. Where any failure to perform arises out of use of the Software in conjunction with other software or hardware not supplied, approved or recommended by Contractor or Licensor.
- 6.11. The warranty remedies set forth in the Agreement, including this Schedule L.2, with respect to the Software under this Schedule L.2, are exclusive and in lieu of any other remedies which might otherwise be available at law and/or in equity.

7. SOURCE CODE ESCROW

LinkPoint360, LLC ("Licensor" or "LinkPoint") understands that Licensee must be assured of seamless, continued operations during the term of the term of the Agreement and thereafter upon occurrence of a Release Condition, consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, via source code escrow of the LinkPoint software products ("Software"). Licensor has an established Source Code Escrow Agreement with Escrow Associates, 1010 Huntcliff, Suite 1350, Atlanta, GA, a trusted source code escrow agent. In addition and subject to the provisions for depositing and maintaining the Source Code for Software in Source Code Escrow as specified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, such Source Code Escrow shall be subject to the provisions specified in this Section 7 below.

- 7.1. ESCROW AGREEMENT. Licensor has and will maintain during the term of the Agreement, an active agreement with a reputable third party escrow agent (“Escrow Agreement”) for deposit of a human readable version of the Software (“Source Code”) including the preparatory work results and any associated documentation necessary for the correction, adaptation, compilation, linking, assembly, maintenance and installation of the Software (“Escrow Deposit”). The Escrow Deposit shall include: (a) the Source Code for the Software in both human and machine readable versions for the then-current version of the Software utilized by Licensee and any more recent embodiments of the Software; (b) full documentation and annotations to the Source Code; and (c) a list of all software tools required to build, use and maintain the Software. Licensor shall update the Escrow Deposit for each new version/release of the Software. Licensor shall bear the costs of establishing and maintaining the escrow account.
- 7.2. SOURCE CODE RELEASE. Licensee shall be entitled to the release of the Escrow Deposit for the purpose of maintaining and supporting the Software as provided in Paragraph 10.6 (Possession and Use of Source Code) of the Agreement upon the occurrence of any of the following conditions (in addition to the definition set forth in the Agreement, “Release Conditions”):
- 7.2.1. Licensor becomes insolvent or files or suffers the filing of a petition in bankruptcy which is not contested within a thirty (30) day period or is the subject of a compulsory order for administration or winding up by a court; or
- 7.2.2. Licensor ceases to carry on business on a regular basis and is unable to meet its obligations under this Agreement; or
- 7.2.3. Licensor ceases to generally support the Software as a commercial product.
- 7.3. NOTIFICATION. Licensor shall promptly notify the Licensee of the occurrence of any Release Condition and shall provide the escrow agent with a copy of such notice. Within fifteen (15) days following the escrow agent’s receipt of such notice, the escrow agent shall deliver the Escrow Deposit to the Licensee. After release, Licensee shall have the right to use the Escrow Deposit for the limited purposes contemplated by this Agreement, including Paragraph 10.6 (Possession and Use of Source Code) of the Agreement. Licensee shall not distribute any components of the Escrow Deposit or copies thereof to any third party except as provided under Paragraph 10.2.3(4) of the Agreement, according to which County and each licensed User under the Agreement may permit third party access to the Software and the Source Code as necessary or appropriate for County to enjoy and exercise fully the rights granted under the Agreement and the License, including for the provision of System Maintenance, Application Modifications (as these terms are defined in the Agreement) and other business use or support of the Software as contemplated by the Agreement.
- 7.4. POST-AGREEMENT PROPRIETARY RIGHTS. Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.2.

- 7.5. BANKRUPTCY. All rights and licenses granted pursuant to any section of this Schedule L.2 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the “Code”) and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to “intellectual property”, as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Licensee shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.2. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Licensee’s rights of election, all rights and licenses granted to Licensee under this Schedule L.2 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor’s rejection of this Schedule L.2.

PART 2 – SERVICE LEVELS AND SUPPORT TERMS

This Part 2 sets forth the Service levels and support terms (“SLA”) that are part of the applicable Subscription Services to be provided under the Agreement. Support of the Software provided under Section 4 (Support) of this License & Support Agreement shall be subject to this SLA. County’s requests for service (“Service Calls”) will be responded to and resolved as follows.

1. SEVERITY 1 PROBLEMS

- 1.1. **DEFINITION.** “Severity 1” means a defect that effectively disables the Software within a deployed System resulting in a critical impact on County’s operations.
- 1.2. **RESOLUTION.** Problem resolution for Severity 1 problems is defined as a permanent fix or a Workaround. The term “Workaround” shall mean a solution that resolves the problem without decreasing Software functionality or resulting in added material burden on or expense to the County.
- 1.3. **TIMEFRAME FOR RESOLUTION.** Licensor’s service technicians will respond to a County Service Call identifying a Severity 1 problem within two (2) Business Hours of receipt of the Service Call. The Licensor response shall be by personal telephone call or email, and not by recorded message. Licensor shall use best efforts to provide a permanent fix or Workaround resolution of Severity 1 problems as quickly as possible within two (2) Business Days after notice thereof from County or Contractor. Notwithstanding the foregoing, a permanent fix resolution shall be achieved no later than four (4) Business Days after notice thereof from County or Contractor.
- 1.4. **REMEDIES FOR FAILURE TO RESOLVE.** In addition to County’s remedies specified in the Agreement, if twice during any one (1) calendar month, Licensor fails to meet the support response and resolution times of this SLA for a Severity 1 problem, County will receive a service credit (“Service Level Credit”) of 5% in the form of partial refund of the Subscription Fees paid in respect of that month.

2. SEVERITY 2 PROBLEMS

- 2.1. **DEFINITION.** “Severity 2” means a defect in the Software within a deployed System that results in County non-critical business activities being down or seriously degraded.
- 2.2. **RESOLUTION.** Problem resolution for Severity 2 problems is defined as a permanent fix or a Workaround.
- 2.3. **TIMEFRAME FOR RESOLUTION.** Licensor’s service technicians will respond to a County Service Call identifying a Severity 2 problem within four (4) Business Hours of receipt of the Service Call. The Licensor response shall be by personal telephone call and not by recorded message. Licensor shall use its best efforts to provide resolution of Severity 2 problems within five (5) Business Days after County’s or Contractor’s request for service.
- 2.4. **REMEDIES FOR FAILURE TO RESOLVE.** In addition to County’s remedies specified in the Agreement, if twice during any one (1) calendar month, Licensor fails to meet the support response and resolution times of this SLA for a Severity 2 problem, County will receive a Service Level Credit of 2% in the form of partial refund of the Subscription Fees paid in respect of that month.

3. SEVERITY 3 PROBLEMS

- 3.1. DEFINITION. “Severity 3” means (i) a defect that results in County non-critical business activities being non-materially degraded and (ii) questions and support inquiries.
- 3.2. RESOLUTION. Problem resolution for Severity 3 problems is defined as a permanent fix, a Workaround or satisfactory response to a support inquiry, as appropriate.
- 3.3. TIMEFRAME FOR RESOLUTION. Licensor’s service technicians will respond to a County Service Call identifying a Severity 3 problem within eight (8) Business Hours. Licensor will use reasonable efforts to implement a permanent fix or Workaround for a Severity 3 problem within five (5) Business Days. Such permanent fix may be provided in the next maintenance release Upgrade.
- 3.4. REMEDIES FOR FAILURE TO RESOLVE. Service Level Credits under this Schedule L.2 are not applicable to Severity 3 problems.

SCHEDULE L.3

LUMINIX, INC.

The County of Los Angeles (“County” or “Customer”) has entered into an agreement with Vertiba, LLC. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) using Software provided and licensed by Luminix, Inc. (“Licensor”) through Reseller (“Agreement”). This Schedule L.3 sets forth the license, service levels and support terms applicable to the Software licenses and services to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

PART 1 – SUBSCRIPTION LICENSE TERMS

The Subscription Services to be provided to County under the Agreement with respect to the Software shall be subject to the license terms (“License & Support Agreement”) set forth in this Schedule L.3.

1. DEFINITIONS

- 1.1 “Affiliate” of Customer shall mean any company, owned or controlled, directly or indirectly, now or hereafter, by County. The term “Customer” or “County” shall be interpreted to include its Affiliates.
- 1.2 “Agreement” shall mean the agreement entered into by County and Contractor, as described above.
- 1.3 “Device” shall mean any of the following: (i) Apple branded mobile tablet or phone, (ii) mobile tablet or phone running Android operating system 5.0 and up, or (iii) mobile tablet or laptop running Windows 10 and up.
- 1.4 “Documentation” shall mean the following documentation (in tangible, electronic or other form) that Licensor makes generally available to its customers or authorized users of the Software: (i) Licensor’s user operating manuals for the Software, and (ii) Licensor’s specifications documents for the Software.
- 1.5 “End-User” shall mean an employee, consultant or other authorized representative of Customer.
- 1.6 “Error” shall mean a material failure of the Software to operate in accordance with the applicable functional specifications for the Software set forth in the applicable Documentation or the Agreement.
- 1.7 “Information” shall mean, subject to the exceptions set forth in Section 9.3 (Exceptions) below, all financial and technical information, data, designs, specifications, know-how, non-public marketing strategies, business and marketing plans, price lists, inventions, processes, software programs, firmware, source code, algorithms, and other technical and business and all documents and materials relating to the Software or Licensor, supplied in connection with the Agreement by Contractor to County, which at the time of disclosure is designated by Contractor as confidential (or similar designation), is disclosed in circumstances of confidence, or would be understood by County and Contractor, exercising reasonable business judgment, to be confidential.
- 1.8 “Internal Business Purposes” shall mean the processing of Customer’s data in the ordinary course of Customer’s business or otherwise using the System in accordance with the terms of the Agreement.
- 1.9 “Licensed Term” shall mean the term of the Agreement.
- 1.10 “Pricing Schedule” shall mean the pricing terms set forth in Exhibit B (Pricing Schedule) to the Agreement.
- 1.11 “Reseller” shall mean Carahsoft Technology Corp.
- 1.12 “Software” shall mean Licensor’s Pulsar software and other software products that are part of the CMS Solution and any improvements, enhancements, modifications, updates and releases thereof provided by Contractor to Customer under the Agreement.
- 1.13 “Upgrade” or “Upgrades” shall mean any new versions, fixes, enhancements, service packs or other revisions of the Software as may be commercially released in the future at Licensor’s sole discretion.

2. LICENSE

Subject to and without limiting the Licensee's rights under the Agreement with respect to the Licensed Software, including the Software described herein, or Contractor's rights with respect to such Software through Reseller's contract with Licensor, the license for the Software hereunder is subject to the terms specified below in this Section 2.

- 2.1 **GRANT OF LICENSE.** Subject to the terms and conditions of the Agreement and this License & Support Agreement, Contractor grants to Customer and its Affiliates a time-based, non-transferable, non-exclusive license during the term of the Agreement, without the right to sublicense, to use the Software on one (1) or more Devices controlled or owned by Customer for Customer's internal business purposes and solely in accordance with the Documentation and the Agreement. Customer may copy the Software only for backup purposes. Customer may not make the Software available over a network where it could be used by multiple Devices simultaneously. The license granted in this Section 2.1 is limited to the number of registered End-Users specified in the Agreement, including the Pricing Schedule. End-User licenses may not be shared or used by more than one (1) individual End-User at any time. Licensor is not responsible for the activities conducted under its End-User logins.
- 2.2 **LEGAL USE OF SOFTWARE.** Customer shall not, either directly or through an End-User, employee, agent or other third party, use the Software in a manner that is prohibited by any law or regulation, that violates any third-party rights or that facilitates the violation of any law, regulation or third party rights, or that would disrupt any third party use or enjoyment of any services provided by Licensor. Notwithstanding the foregoing, Customer shall not be in violation of this Section 2.2 in the event the data of Customer's System containing the Software maintains, as part of Customer's internal business, material, content or information that may be infringing, libelous, offensive or otherwise unlawful.
- 2.3 **RESTRICTIONS ON USE OF SOFTWARE AND DOCUMENTATION.** Customer shall not, and shall ensure that, any End-Users do not: (a) resell, sublicense, lease, time-share or otherwise make the Software available to any third party except as expressly permitted herein or in the Agreement; (b) use the Software to send or store infringing or unlawful material, unless necessary for Customer's business purposes, or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (c) modify, copy or create derivative works based on the Software; (d) reverse-engineer, decompile or disassemble the Software; (e) access the Software for the purpose of building competitive software or service or copying its features or user interface; or (f) violate any applicable terms of use or restrictions on use related to Customer's Salesforce account or social media accounts. Customer shall use the Documentation solely in connection with the use of the Software in accordance with Agreement including this License and Support Agreement.
- 2.4 **RESERVATION OF RIGHTS.** Customer shall have no rights with respect to the Software or Documentation except as expressly set forth herein or the Agreement. All rights relating to the Software and Documentation that are not expressly granted hereunder or the Agreement to Customer are reserved and retained by Licensor. No license, right or interest in any Licensor or Customer trademark, copyright, trade name or service mark is granted hereunder. Licensor shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, copy, modify and distribute, including by incorporating into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its End-Users relating to the Software.

3. INTENTIONALLY OMITTED

4. WARRANTIES

In addition to the Licensed Software warranties and County's remedies set forth in the Agreement, Contractor shall provide the warranties and County shall be entitled to the remedies set forth below in this Section 4.

4.1 WARRANTY.

- 4.1.1 Licensor and Contractor warrant to Customer that, during the "Warranty Period" as specified in the Agreement, the Software shall be free of Errors. If Customer or Contractor notifies Licensor in writing of any Error in the Software during the Warranty Period, Licensor shall, at Licensor's expense, use its commercially reasonable efforts to correct the Error identified in such notice. The foregoing constitutes Licensor's sole and

exclusive liability and Customer's sole and exclusive remedy under this License & Support Agreement in connection with any breach of the warranty in this Section 4.1.1.

- 4.1.2 Licensor and Contractor warrant to Customer that it has not embedded any software (in source or object code form) licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (such software "Open Source Software") in the Software or otherwise used Open Source Software, in connection with the Software, in a manner that obligates Contractor, Licensor or Customer to disclose, make available, offer or deliver Customer Information to any third party.
- 4.2 **LIMITATIONS.** Notwithstanding the foregoing, the warranty in Section 4.1 and Licensor's and Contractor's obligations set forth therein will not apply: (i) to the extent that an Error is due to causes that are external to the Software or otherwise beyond Licensor's or Contractor's reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightning, electrical power fluctuations or failures, or hardware or software not provided by Licensor or Contractor; (ii) if the Software has been neglected, misused, or otherwise used in a manner not in compliance with the Documentation, or this License and Support Agreement or the Agreement; (iii) if the Software has been improperly installed (other than by Licensor or Contractor); (iv) if there has been a modification or attempted modification of the Software (other than by Licensor or Contractor); or (v) if Customer has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Licensor or Contractor has provided.
- 4.3 **DISCLAIMER.** Except for the express warranties set forth in Section 4.1, Licensor makes no other representations, warranties or conditions, express, implied, statutory or otherwise with respect to the Software, related Documentation, any other products or services relating to the Software provided by Licensor or Contractor hereunder, or any other aspect of this License and Support Agreement, including without limitation warranties of merchantability, fitness for a particular use and non-infringement.
- 4.4 **NO WARRANTY AGAINST LOSS OF DATA.** Without limiting the generality of the foregoing disclaimers, Customer acknowledges that it is not Licensor's responsibility to back up Customer's Data and any other data stored in the System containing the Software. The Software is not designed to operate without error. In no event will Licensor assume liability for any loss or corruption of Customer Information or other data stored in the System containing the Software.

5. SUPPORT

Contractor will provide the support services for the Software as specified in Part 2 (Software Support Services) of this Schedule L.3 for the term of the Agreement. Notwithstanding the above, Licensor shall have no obligation to provide Support Services for any versions or releases of the Software that are other than the most currently released commercial version and the immediately previously released commercial version of the Software.

6. INTENTIONALLY OMITTED

7. THIRD PARTIES RIGHTS

- 7.1 **INDEMNITY.** Subject to this Section 7, Licensor shall defend, indemnify and hold Customer harmless from all damages, amounts paid in settlement, costs and reasonable expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with any action brought by a third party in a legal proceeding against Customer based on a claim that the use of the Software, in the form provided by Licensor or Contractor to Customer and used in compliance with Section 2 (License) above and the Documentation, infringes such third party's patent, trademark, or copyright, or misappropriates the trade secrets of such third party (a "Claim"); provided that (i) Customer or Contractor promptly notifies Licensor of any such Claim in writing, (ii) Licensor is given sole and exclusive control over the defense and settlement of such Claim, and (iii) Customer or Contractor provides all information and cooperation requested by Licensor, at Licensor's expense, in connection with the defense and settlement of such Claim. If Licensor assumes defense of the Claim, then Customer may only retain its own counsel at its own expense.
- 7.2 **FIXES.** If any portion of the Software becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement, Licensor may, at its option, (i) procure for Customer the right to continue using the Software, (ii) replace or modify the Software to make it non-infringing or reduce the likelihood of

infringement, such that the replacement or modification provides substantially the functionality required of the Software that is replaced or modified, or (iii) terminate the Software and services provided under this License & Support Agreement and, as Licensor's sole liability and Customer's sole remedy under this License and Support Agreement for such termination, refund to Customer a pro-rated refund of license and contracted feature development fees paid by Customer or Contractor under the Agreement for the remainder of the term of the Agreement. Notwithstanding the foregoing, Contractor shall fulfill its intellectual property indemnification obligations under the Agreement.

- 7.3 **LIMITATIONS.** Notwithstanding any of the foregoing, Licensor shall have no obligations under this Section 7 with respect to any Claim to the extent that the alleged infringement is based on or arises out of: (i) any third party hardware, software, data or other materials not provided by Contractor, that are contained in, provided with, or otherwise used with any of the Software; (ii) Licensor's compliance with Customer's specifications or instructions; (iii) modifications or additions to the Software (other than modifications or additions by Licensor that are included in the Software generally made available by Licensor or that are made by Contractor); (iv) Customer's continuation of an allegedly infringing activity after being notified thereof by Contractor; (v) the combination or use of the Software with hardware, software, data or other materials not provided by Licensor or Contractor; or (vi) use of the Software other than in accordance with this Agreement including this License & Support Agreement and the Documentation.
- 7.4 **NO OTHER LIABILITIES.** This Section 7 states the entire liability of Licensor with respect to any claims of infringement or misappropriation of intellectual property rights.

8. OWNERSHIP

- 8.1 Contractor represents, and Customer acknowledges that, as between Licensor and Customer, Licensor has and shall retain all right, title and interest (including, without limitation, all intellectual property rights) in and to the Software and Documentation, including all modifications and additions thereto and all derivative rights therein.
- 8.2 Contractor represents, and Customer acknowledges that, as between Licensor and Customer, Licensor will and shall remain exclusive owner of any and all developments and designs relating to the Software made in the course of the Agreement by using the Software, and shall own and retain all right, title, interest, and any intellectual property right attached thereto.

9. CONFIDENTIALITY

- 9.1 **LICENSOR INFORMATION: RIGHT TO DISCLOSE.** Except as otherwise expressly provided in this Section 9.1 or the Agreement, Customer shall protect and keep confidential all Licensor Information. Customer shall use the Licensor Information only for the purposes contemplated by the Agreement including this License & Support Agreement. Customer may disclose Licensor Information (i) as necessary for its use of the Software in accordance with the Agreement to Customer's employees or third party contractors who have agreed in writing to maintain such information in confidence; (ii) if required to do so by subpoena, court order or legal process, provided that Licensor is provided sufficient written notice to request a protective order; or (iii) as permitted under the Agreement.
- 9.2 **CUSTOMER INFORMATION: RIGHT TO DISCLOSE.** Except as otherwise expressly provided in this Section 9.2, Licensor shall protect and keep confidential all Customer Information and shall use Customer Information only for the purposes contemplated in the Agreement including this License & Support Agreement. Licensor may disclose Customer Information only (i) as necessary to support Customer's use of the Software in accordance with the Agreement to Licensor's employees or third party contractors within the United States who have agreed in writing to maintain such information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that Customer is provided sufficient written notice to request a protective order.
- 9.3 **EXCEPTIONS.** Sections 9.1 and 9.2 shall not apply to information of the disclosing party that (i) is or becomes generally available to the public other than through a wrongful act of the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the

receiving party; or (iii) is independently developed by the receiving party, its employees or third party contractors without access to or use of the disclosing party's Information.

- 9.4 SOFTWARE; DOCUMENTATION. Contractor represents, and Customer acknowledges, that the Software and Documentation constitute Information of Licensor, and Customer shall protect against the unauthorized use or disclosure of the Software and Documentation using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its most valuable confidential and proprietary information, as required under the Agreement with respect to Licensed Software.

10. SOURCE CODE ESCROW

In addition to and subject to the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall deposit and maintain the Source Code for Software in Source Code Escrow as specified in this Section 10 below.

- 10.1 Licensor shall enter into a Source Code Escrow Agreement consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Any and all fees and costs associated with maintaining the Source Code Escrow Agreement shall be borne by Contractor, as further specified in such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement.
- 10.2 In addition to the Release Conditions identified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall release the Source Code for Software to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.6 (Possession and Use of Source) of the Agreement, at no charge to County, if Licensor has proceedings instituted by or against Licensor in bankruptcy or under insolvency laws or for reorganization, receivership, dissolution or liquidation; or has become insolvent.

11. POST-AGREEMENT PROPRIETARY RIGHTS

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.3.

12. BANKRUPTCY

All rights and licenses granted pursuant to any section of this Schedule L.3, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code") and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to "intellectual property", as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.3. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer's rights of election, all rights and licenses granted to Customer under this Schedule L.3 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor's rejection of this Schedule L.3.

PART 2 – SOFTWARE SUPPORT SERVICES

This Part 2 sets forth the Service Levels and support terms (“SLA”) that are part of the applicable Subscription Services to be provided under the Agreement. Support for the Software licensed pursuant to the Agreement including this License & Support shall be subject to this SLA.

13. DEFINITIONS

For purposes of this SLA, the terms specified below shall be defined as follows:

- 13.1 “Business Hours” shall mean 9:00 a.m. through 6:00 p.m. Pacific Time, Monday through Friday, excluding legal observed holidays.
- 13.2 “Error Correction” shall mean either (i) a software modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the operation of the Software, eliminates or reduces the practical adverse effect of an Error on Customer.
- 13.3 “Update” shall mean any revision, update, release, enhancement or other modification to the Software that Licensor generally makes available to customers that receive Licensor’s support services.

14. TECHNICAL SUPPORT

Licensor or Contractor will provide to Customer all necessary telephone, email and on-site assistance with the installation and use of the Software during Business Hours.

15. ERROR CORRECTIONS

- 15.1 CLASSIFICATION OF ERRORS. For purposes of correcting Errors relating to the Software under this License and Support Agreement, Errors are classified into three (3) Severity Level classes as follows:

- (a) “Critical Error” means an Error that renders the Software inoperative or causes it to fail catastrophically.
- (b) “Serious Error” means an Error that materially affects the performance of critical functions of the Software but does not qualify as a Critical Error.
- (c) “Mild Error” means an Error that does not materially affect the performance of critical functions of the Software.

- 15.2 LICENSOR OBLIGATIONS. Subject to Section 5 (Support) of this License & Support Agreement, Licensor will have the following obligations with respect to Errors:

- a) Critical Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and assign resources until an Error Correction has been provided to Customer.
- (b) Serious Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and use commercially reasonable efforts to develop and provide an Error Correction to Customer.
- (c) Mild Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and use commercially reasonable efforts to provide an Error Correction in the next Update.

16. TARGET RESPONSE TIMES

A response for support shall consist of receipt by Customer and acknowledgment by Licensor of the request for support. Licensor acknowledges that a response may not include resolution for all support requests, but shall use commercially reasonable efforts to provide a response within the target response times set forth herein. Contractor represents, and Customer acknowledges, that no software is perfect or error free and that, despite commercially reasonable efforts, Licensor may not be able to provide answers to or resolve some or all of the support requests. Licensor makes no guarantees, promises or assurance of any kind that it will be able to resolve all support requests.

- (a) Critical Error – 8 Business Hours if Licensor is notified by telephone or 2 Business Days if Licensor is notified by email

- (b) Serious Errors – 2 Business Days if Licensor is notified by telephone or 3 Business Days if Licensor is notified by email
- (c) Mild Errors – 3 Business Days

17. DESIGNATED CONTACTS

Customer may contact Licensor only through Customer's Contractor's Designated Contacts. Customer and Contractor may designate up to three (3) contacts each. Licensor will provide support services or requests by communicating during the hours set forth herein only with the Designated Contacts appointed by Customer or Contractor. Customer or Contractor may change the Designated Contacts by notifying Licensor in writing.

18. UPDATES

Licensor or Contractor will provide Customer with Updates if, as and when Licensor makes any such Updates generally available during the term of the Agreement. Licensor or Contractor may deliver Updates electronically to Customer, at Licensor's option.

19. CONDITIONS AND EXCLUSIONS

19.1 CONDITIONS TO SUPPORT SERVICES. Licensor's obligations under Section 15 (Error Corrections) of this SLA are conditioned upon the following:

- (a) Customer or Contractor makes reasonable efforts to solve the reported Error after consulting with Licensor;
- (b) Customer or Contractor provides Licensor with sufficient information and resources to correct the reported Error either at Licensor's Customer support center or via dial-up access at Customer's site, as well as access to the personnel, hardware and any additional software involved in discovering or analyzing the Error;
- (c) Customer or Contractor procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software; and
- (d) Customer or Contractor has paid all applicable Support Services fees for the Software when due, and Customer is in compliance with the terms and conditions of the Agreement to which this Schedule L.3 is attached.

19.2 EXCLUSIONS TO SUPPORT SERVICES. Licensor will have no obligations under Section 15 (Error Corrections) of this SLA in connection with any Errors caused by:

- (a) abuse, misuse, change, modification or damage to any Software by Customer or its authorized agents (excluding modifications made under the direct supervision of Licensor or Contractor); or
- (b) Customer's negligence or other causes beyond the reasonable control of Licensor or Contractor.

SCHEDULE L.4
NINTEX USA INC.

The County of Los Angeles (“County”, “Subscriber” or “Customer”) has entered into an agreement (“Agreement”) with Vertiba, LLC. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) using Internet based services (“Services”) provided by Nintex USA Inc. (“Nintex” or “Licensor”) through Carahsoft Technology Corp. (“Reseller”). This Schedule L.4 sets forth the license, service levels, warranties and support terms applicable to the Services, including any software that is part of such Services (“Software”), to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

PART 1 – SUBSCRIPTION LICENSE TERMS

The Subscription Services to be provided to County under the Agreement with respect to the Services and Software shall be subject to the license terms (“License & Support Agreement”) set forth in this Schedule L.4.

1. SCOPE OF SERVICES

Drawloop Technologies, Inc. (“Drawloop”) has developed and maintains an integrated suite of Internet based Services, including Software, allowing the Subscriber to dynamically create documents and packages and automate the document creation process. These Services are provided by Drawloop under the trade names “Drawloop Document Generation”, “LOOP Platform®” and “Drawloop API” and are described in greater detail on Drawloop’s web site at www.Drawloop.com (“Site”). Drawloop Document Generation is a document merge and automation service for use by Salesforce.com (“SFDC”) customers, including the Subscriber, through the SFDC AppExchange. Drawloop Document Generation allows Subscriber to build and deploy “Document Packages” to any SFDC user, including the Subscriber. Data from SFDC is dynamically merged into any combination of Word, Excel, PowerPoint and PDF files. The resulting file is typically a combined PDF document and/or the original merged documents. Drawloop API is Drawloop’s proprietary application programming interface, which enables Subscribers to deploy Drawloop Services.

2. LICENSE GRANT

Subject to and without limiting the Customer’s rights under the Agreement with respect to the Services, including the Software described herein, or Contractor’s rights with respect to such Services and Software through Reseller’s contract with Licensor, the license for the Services and Software hereunder is subject to the terms specified below in this Section 2.

- 2.1 **LICENSE TO USE SERVICES.** Subject to the terms and conditions of the Agreement and this License & Support Agreement, Contractor hereby grants to Subscriber and its Affiliates (as defined below) a nonexclusive, nontransferable, worldwide license during the term of the Agreement (in addition to the definition in the Agreement, “License”) to access and use the Services and Software in accordance with the Agreement and this License & Support Agreement. All rights not expressly granted to Subscriber hereunder or under the Agreement are reserved by Licensor. The License granted to Subscriber pursuant to the Agreement will permit use of the Services and Software by the number of Subscriber employees or agents (“End-Users”) specified in the Agreement, including the Pricing Schedule. Subscriber may increase the number of End-Users during the term of the Agreement to the extent provided for and as specified in the Agreement. Any Subscriber “Affiliate” may also be added by Subscriber as a registered End-User under the Agreement. An “Affiliate”, with respect to entity, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such entity. Licensor shall

not be responsible for the failure of the Subscriber Affiliate to perform its obligations under the Agreement or this License & Support Agreement.

- 2.2 DESIGNATED END-USERS. Each End-User will be designated as an End-User within Drawloop Document Generation, in the Agreement or through SFDC. The License to use the Services and Software by each End-User may not be shared or used by more than one individual, but may be re-issued from time to time to new End-Users upon prior notification to and acceptance by Contractor. Any unauthorized access to Services and Software or other abuse or impermissible activity on Drawloop's Site or in connection with Drawloop's Services and Software in violation of the Agreement may result in immediate suspension or termination of End-User accounts to the extent provided in the Agreement. Subscriber will promptly notify Contractor of any unauthorized use of the Services and Software in breach of the Agreement, any unauthorized use of accounts, or any other known or suspected breach of security relating to the Services and Software described herein.
- 2.3 LIMITATIONS ON USE. The Services and Software are for use only by Subscriber, its Affiliates and its assigned End-Users. Except as permitted in the Agreement and this License & Support Agreement, the Services and Software may not be decompiled, reverse-engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works. Subscriber may not use any network monitoring or discovery software to determine the Site's or Service's architecture, or extract information about usage or individual identities of users. Subscriber may not use any robot, spider, other automatic software or device or manual process to monitor or copy the Site or Services and Software. Unless expressly permitted in the Agreement, Subscriber may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any non-End-User third party the Services and Software in any way; (ii) modify or make derivative works based upon the Site or Services and Software; (iii) create Internet "links" to the Site or Services and Software or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) except for the purpose contemplated by the Agreement and the License & Support Agreement, develop applications for internal use or install additional applications that are designed to run on or be used in conjunction with the Services. Subscriber may use the Site and Services and Software for the purposes specified in the Agreement. Subscriber shall not: (a) use the Services in association with sending spam or otherwise duplicative or unsolicited messages; (b) use the Services in association with infringing, obscene, threatening, libelous or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights, unless used, transmitted or maintained in the course of Subscriber's normal business or legal representation obligations; (c) use or introduce material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Site or Services; or (e) attempt to gain unauthorized access to the Site, Services or its related systems or networks in violation of the Agreement.

3. SERVICE DETAILS

- 3.1 DRAWLOOP DOCUMENT GENERATION. Drawloop's Services provide for integration of Subscriber's documents using Drawloop Document Generation in a manner that will allow Subscriber's sales, legal and other organizations to complete, generate, send and maintain Subscriber's documents on the SFDC platform, based on the scope of integration specified in the Agreement. Subscriber shall make commercially reasonable efforts to cooperate with Contractor on all technical aspects regarding integration of Subscriber's documents into Drawloop Document Generation. Licensor makes no promises, representations, or warranties about the functioning, operability, or access to the SFDC service. Licensor will use good faith efforts to notify Contractor and Subscriber, at the earliest possible opportunity, of any material changes implemented by SFDC that materially impacts Subscriber's access to and use of Drawloop Document Generation. Subscriber and Contractor are encouraged to regularly check with their third-party service providers to keep current on changes and updates to those third-party services that they use. Drawloop Document Generation for SFDC is limited by any third-party usage limits, API request limits, factors that limit data availability and access and other limits and rules which may be found at:
http://www.salesforce.com/us/developer/docs/api/Content/implementation_considerations.htm.

Apex limits may be found at

https://www.salesforce.com/us/developer/docs/apexcode/Content/apex_gov_limits.htm.

- 3.2 **LOOP STORAGE SERVICES ON AMAZON S3.** To the extent Subscriber acquires Drawloop's managed user interface package for use on the SFDC platform for high volume storage needs of the Subscriber called "LOOP Storage Services", payment for use by Subscriber of such LOOP Storage and Subscriber shall be as provided in Exhibit B (Pricing Schedule) to the Agreement. To utilize the LOOP Storage Services user interface, Subscriber must maintain a current Amazon S3 account, and all fees for storage must be paid directly or indirectly by Subscriber to Amazon. For emphasis, Licensor does not resell Amazon S3 products, and LOOP Storage Services do not include any of the document merge, package and document creation, which is only available through Drawloop Document Generation. LOOP Storage Services are only a storage user interface for Amazon S3 within the SFDC platform.

Storage requests must pass through Drawloop's Services, but Licensor does not, at any time, save or store any of Subscriber's Customer Data (as defined in Section 8 below) and has no access rights to such Customer Data. For the avoidance of doubt, Section 11 (Disclaimer of Warranties) will apply in full. Amazon is a third-party service provider, and Licensor makes no promises, representations or warranties about the functioning, operability or access to the Amazon S3 service. Any usage limits, rules and restrictions for Subscriber's use may be found in Subscriber's direct or indirect license with Amazon.

- 3.3 **DRAWLOOP API.** Drawloop API is an application programming interface, which can be integrated into a third-party service or through Subscriber's own database or application. Drawloop's Services may be deployed directly through the application programming interface and all the document management for Drawloop API is managed on SFDC. Use of the Drawloop API is subject to the terms and conditions set forth in Section 16 (Drawloop API Terms).

- 3.4 **SUPPORT SERVICES.** During the term of this Agreement, Contractor shall provide maintenance and support for the Services and Software as set forth in Part 2 (Support Policy) of this License & Support Agreement ("Support Policy"). Contractor shall provide the "Enterprise Support" as referenced in Section 25 (Enterprise Support) of the Support Policy set forth in this License & Support Agreement.

4. FEES AND PAYMENTS

The fees for use by County of Drawloop's Services and Software ("Subscription Fees") shall be invoiced by Contractor and payable by County to Contractor in accordance with Exhibit B (Pricing Schedule) to the Agreement.

5. SERVICE LEVEL PERFORMANCE CRITERIA

- 5.1 **SERVICE UPTIME AND MAINTENANCE.** Contractor shall provide to Subscriber 99.7% system Uptime per month for Drawloop's Services and Software (scheduled maintenance or upgrades on the system will not count against uptime). "Uptime" is defined as time when the Services and Software may be accessed and used by End-users. The determination of Uptime will be calculated using a historical monthly percentage. Contractor or Licensor shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance of the Services and Software and will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below), as approved by Subscriber. This notice period shall not apply in the event Subscriber wants an immediate change to the Services to accommodate any internal, sales and/or compliance changes. Should the Services or Software not be accessible at least 99.7% of the month by most users in the aggregate, Contractor will credit to Subscriber the percentage difference in Uptime of the applicable monthly amount due, to be applied by Subscriber towards future Subscription Fees for the Services and Software hereunder in the immediately following annual term of the Agreement. If the Services or Software are unusable for more than eight (8) hours during any given Business Day (8 am PT – 5 pm PT), Contractor will credit to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. Any credits due to Service Downtime shall be applied towards future Subscription

Fees in the immediately following annual term of the Agreement. The term “Downtime” is defined below in Section 5.3 (Downtime) . Contractor shall use good faith efforts to promptly notify Subscriber of any outages or Downtime that it anticipates or discovers during the term of the Agreement.

5.2 **PERFORMANCE INFORMATION.** Subscriber may view Drawloop’s operational performance information by visiting: <http://trust.drawloop.com>.

5.3 **DOWNTIME.** “Downtime” is defined as the inability of most users in the aggregate to access the servers and majority of applications of the Services and Software. Specifically excluded from the definition of “Downtime” are:

- i. Network errors outside of the control of Contractor or Nintex or their agents;
- ii. Server errors and limitations set by third-party service providers other than Contractor, Nintex or Drawloop, to the extent applicable, including, but not limited to, SFDC;
- iii. Planned maintenance, the notice of which was provided to County at least forty-eight (48) hours in advance;
- iv. Maintenance that is performed between 10 p.m. and 2 a.m. PT;
- v. Outages resulting from the actions of Subscriber, its employees and agents other than (i) through normal use of the Site or Services and Software or (ii) through use by Contractor or any of its Pre-Approved Subcontractors; and
- vi. Any other unavailability caused by circumstances beyond Contractor’s, Nintex’s or SFDC’s reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

5.4 **COMMENCEMENT OF SERVICES.** For initial launch of Services and Software, and where required, Drawloop may work with Subscriber or Contractor in an SFDC Sandbox or SFDC Development Organization to test Services and Software prior to migrating such Services and Software to the SFDC Production Environment.

6. AMENDMENTS

In order to continually improve its Services and Software, Drawloop may, from time to time, amend its Site or Services and Software, in its discretion, and will make commercially reasonable efforts to notify Contractor and Subscriber of said amendments. Contractor shall continually check the Site for notices of changes, updates and improvements.

7. DRAWLOOP PROPRIETARY INFORMATION

The Site, Services, and its contents (“Drawloop IP”) are owned or licensed by Drawloop and protected by U.S. and international copyright, trademark, service mark, patent and/or other proprietary rights and laws. Except as expressly provided in the Agreement, nothing contained herein shall be construed as conferring to Subscriber any license or right under copyright or other intellectual property right law. No part of the Drawloop IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in the Agreement. Subscriber shall not take any action that shall interfere with or diminish Licensor’s right in any of the Drawloop IP.

8. SUBSCRIBER PROPRIETARY INFORMATION

8.1 Contractor agrees that neither it nor Nintex has any rights to the data, documents, information or material that Subscriber submits in the course of using the Site or Services and Software (“Customer Data”). Neither Contractor nor Nintex will use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber’s use of the Site or Services and Software and as otherwise provided in the Agreement or as required by law.

8.2 Drawloop's Services do not and shall not, at any time, manipulate, store or alter native content within Subscribers documents. Nintex shall not have responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or intellectual property ownership or right to use its own Customer Data and shall not be responsible or liable for the failure to store, deletion, correction, destruction, damage or loss of any Customer Data, unless such failure resulted from Nintex's gross negligence in providing the Services and Software provided hereunder.

9. INTENTIONALLY OMITTED

10. REPRESENTATIONS AND WARRANTIES

In addition to the warranties specified elsewhere in the Agreement, Contractor represents, warrants and covenants that:

- a. PERFORMANCE WARRANTY. During the term of the Agreement: (i) the Services and Software shall function properly in conformity with the warranties herein and in accordance with the Agreement; and (ii) the Site commentaries and text shall completely and accurately reflect the operation of the Services and Software.
- b. UPDATES. (i) All updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no update will materially degrade the functionality, capabilities or features of the Services or Software at the time of release of such update; and (iii) all updates shall be backward compatible with the data structures, databases and system architectures employed with previous versions of the Services and Software licensed by Subscriber.

11. DISCLAIMER OF WARRANTIES

Contractor will make commercially reasonable efforts to ensure a virus-free environment and a reliable operational schedule and to provide timely correction of content known to be inaccurate. Unless otherwise stated in Sections 5 (Service Level Performance Criteria) or 10 (Representations and Warranties) or expressly provided for in the Agreement, Nintex does not represent or warrant that this Site or Services will be error-free, or free of viruses or other harmful components. The Site and Services hereunder are provided on an "as is" and "as available" basis, and, unless otherwise stated in Agreement, Nintex expressly disclaims all warranties, including the warranties of merchantability and fitness for a particular purpose. Unless expressly provided for in this License & Support Agreement or otherwise in the Agreement, Nintex disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or in any way related to (a) any errors in or omissions from this Site and Services; (b) the unavailability of this Site, Services, or any portion thereof; (c) Subscriber's use of this Site or Services; (d) Subscriber's use of any equipment or software in connection with the Site or Services; or (e) any third party web-sites or content therein directly or indirectly accessed through links contained on the Site or through the Services.

12. INTENTIONALLY OMITTED

13. INTENTIONALLY OMITTED

14. INTENTIONALLY OMITTED

15. INTENTIONALLY OMITTED

16. DRAWLOOP API TERMS

Drawloop's application programming interface ("API"), if acquired by Subscriber under the Agreement, is a service that will allow Subscriber, Contractor and Pre-Approved Subcontractors to access and display certain Services and Software. Subscriber's License to the APIs under the Agreement shall be subject to its purchase as evidenced in Exhibit B (Pricing Schedule) to the Agreement and shall continue through the term of the Agreement until terminated or expired as provided in the Agreement.

16.1 GRANT OF API LICENSE

Upon issuance of an API key, Subscriber and Contractor are granted a limited, non-sublicensable right to access, use, configure and customize the Drawloop API in a manner consistent with the Services and Software described herein and the Agreement.

16.2 API LICENSE USE AND RESTRICTIONS

Subject to and without limiting the rights of County set forth in the Agreement, the License for Services and Software hereunder is subject to the following restrictions or conditions:

- The Drawloop API may not be used in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Agreement;
- The Drawloop API may not be used for any application that constitutes, promotes, or is used in connection with spyware, adware, or other malicious programs or code;
- The Drawloop API may not be used in a manner that adversely impacts the stability of Licensor's servers or adversely impacts the behavior of other applications using the Drawloop API;
- All calls to the Drawloop API must reference the Drawloop API Key issued by Drawloop to Subscriber or Contractor as an approved licensee;
- The Drawloop API Key must be kept confidential and is not to be shared with any third party other than Contractor or any Pre-Approved Subcontractor. This License is extended to any affiliates of County, but may not be used for any use other than the purpose contemplated by the Agreement;
- Selling, leasing, sharing, transferring, or sublicensing the Drawloop API, access, or access codes thereto or deriving income from the use or provision of the Drawloop API, whether for direct commercial or monetary gain or otherwise, is not permitted without prior, express, written permission of Nintex;
- The Services will be provided with disclaimers substantially equivalent to those set forth in the Agreement;
- The Drawloop API may not be used in a product or service that replicates or attempts to replace the essential user experience of Drawloop's Services or is substantially similar to or directly competes with products or services offered by Nintex;
- No portion of Drawloop API or any data provided by Nintex may be reproduced, modified, distributed, decompiled, disassembled or reverse-engineered;
- Warning, notice (including but not limited to any copyright or other proprietary rights notice by Nintex or its third-party partners and sponsors) or link that appears in the Services or the Site may not be deleted, obscured or in any manner altered;
- Attempt to cloak or conceal identity or application's identity when requesting authorization to use the Drawloop API is not permitted;
- Number of calls to the Drawloop API is limited as provided in the Agreement, including Exhibit B (Pricing Schedule); and
- The Services, including, but not limited to, the Drawloop API, may incorporate third-party services and content and that use and display of such third-party services and content may be subject to separate terms of service policies. These third-party policies can be found at the applicable third-party sites.

16.3 ATTRIBUTION FOR THE DRAWLOOP API

Content provided to Subscriber through the Drawloop API may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Nintex, including

Drawloop, its partners, or other third-party rights holders of content displayed by Drawloop. These trade names, trademarks, service marks, logos, domain names, and other distinctive brand features may not be deleted or, in any manner, altered. Unauthorized use of our logo, marks, or brands is strictly prohibited. Contractor shall place the following notice prominently on the application: "This product uses the Drawloop API but is not endorsed or certified by Drawloop." County's or Contractor's use of the Drawloop logo or any of its marks or brands is subject to these terms and/or prior written approval by us. Any use of the Drawloop logo in the application shall be less prominent than the logo or mark that primarily describes the application. County's or Contractor's use of the Drawloop logo shall not imply any partnership or endorsement by Nintex.

17. SOURCE CODE ESCROW

Subject to the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall deposit and maintain the Source Code for Software in Source Code Escrow. Licensor shall enter into a Source Code Escrow Agreement consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Any and all fees and costs associated with maintaining the Source Code Escrow Agreement shall be borne by Contractor, as further specified in such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Upon occurrence of any of the Release Conditions identified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall release the Source Code for Software to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.6 (Possession and Use of Source) of the Agreement, at no charge to County.

18. POST-AGREEMENT PROPRIETARY RIGHTS

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.4.

19. BANKRUPTCY

All rights and licenses granted pursuant to any section of this Schedule L.4 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code") and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to "intellectual property", as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.4. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer's rights of election, all rights and licenses granted to Customer under this Schedule L.4 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor's rejection of this Schedule L.4.

PART 2 – SUPPORT POLICY

20. OVERVIEW

This Part 2 of Schedule L.4 (“Support Policy”) sets forth the Service Levels and support terms that are part of the applicable Subscription Services to be provided under the Agreement and includes the policies and procedures under which Contractor shall provide technical support and maintenance services (“Support” or “SLA”) for Nintex’s proprietary Workflow Service Platform, the Drawloop products and services, and other Nintex associated product(s) (collectively, the “Workflow Service”) to Customer.

The Support for the Workflow Service is subject to the terms and conditions of the Agreement and the terms of this Support Policy. Support is provided for the term specified in the Agreement, unless terminated or expires as provided in the Agreement.

Support is also available through Nintex’s online web-based support portal located at <http://www.nintex.com/nintex-support> (“Support Portal”) and telephonically, depending on the level of Support acquired under the Agreement, as indicated in Section 24 (Standard Support) or Section 25 (Enterprise Support), as applicable (each Section, an “Annex” and collectively, the “Annexes”).

This Support Policy sets forth expectations for Support to be received by the Customer from Contractor and Nintex’s Support organization, including:

- A. Who is authorized to submit issues;
- B. How to submit issues;
- C. What types of issues are supported; and
- D. How and when Contractor and Nintex resolve and close reported issues.

21. DEFINITIONS

- 21.1 **CONTACT**: means qualified individuals of Customer or Contractor knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Workflow Service. Customer and/or Contractor, as applicable, is expected to make every effort to ensure that the individuals that are designated as Contacts are qualified to support the Customer teams internally.
- 21.2 **DOCUMENTATION**: means Nintex’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via <https://community.nintex.com>, the Support Portal, or login to the applicable Workflow Service.
- 21.3 **INCIDENT**: means each individual issue with the Workflow Service reported to Nintex.
- 21.4 **PRODUCT RELEASES**: are specific versions of the core Workflow Service.
- 21.5 **RELEASES**: are updates to the Workflow Service that provide: (1) new features, modifications, or enhancements to the Workflow Service; (2) updates to features, code corrections, patches, and other general updates of the Workflow Service; or (3) fixes to the Workflow Service. Releases do not include separate or different products marketed by Nintex under a different name (e.g., Nintex Hawkeye™ is not a Release of Nintex for Office365).

22. SCOPE OF SUPPORT

- 22.1 **WHAT SUPPORT INCLUDES**. If Customer acquired Support and the Workflow Service under the Agreement, Customer shall be provided with Support consisting of the following:
 1. Web and phone-based submissions of Incidents, as specified in the applicable Annex;
 2. Product Releases and Releases;
 3. The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Workflow Service and a forum where Customer, Contractor, Pre-Approved Subcontractors, affiliates, partners, and other users of the Workflow

Service can share information and ideas about how to use the Workflow Service;

4. Access to an online secure site that contains existing cases; and
5. Guidance and troubleshooting in connection with questions and issues arising from the following Customer activities with respect to the Workflow Service:
 - a. Basic Configuration Issues: Contactor and/or Nintex, as applicable, will troubleshoot Customer's configuration settings for existing installations of Supported Products (as defined below in Section 22.3.1 (Supported Products)) to ensure proper operation and connectivity.
 - b. Usage Issues: Contractor and/or Nintex, as applicable, will respond to Customer's "how to" questions related to standard and intended Workflow Service usage.
 - c. Efforts to Correct the Workflow Service: Contractor and/or Nintex, as applicable, will make commercially reasonable efforts to correct bugs or other errors in the Workflow Service, although Nintex is not required to correct every bug, error, or problem with the Workflow Service that is reported to Nintex or of which Nintex is otherwise made aware and Nintex does not guarantee resolution times.

22.2 WHAT SUPPORT EXCLUDES. The following are excluded from Support:

1. Non-supported Incidents;
2. Workflow Service that has been altered or modified, unless altered or modified by Nintex or Contractor;
3. Workflow Service that has not been installed, operated, or maintained in accordance with the Documentation, the Agreement or other specifications provided by Contractor or Nintex;
4. Troubleshooting of Microsoft, other third party, or open standards-based technologies, such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scripts; and
5. Custom solutions or actions other than by Contractor.

22.3 WORKFLOW SERVICES COVERED

22.3.1 Supported Products: The Support for Services and Software will be provided only as specified in this Support Policy and the Agreement. Use of the Workflow Service will be supported only as specified in the Documentation, the Agreement and any other specifications provided by Contractor or Nintex. The Support obligations hereunder do not cover hardware, operating systems, networks, or third-party software. Nintex may need additional information as to Customer's use of the Workflow Services during the term of this Support Policy.

22.3.2 Supported Product Versions: Nintex will provide Support for the current and the preceding Product Release (N-1) for all on-premise products.

22.3.3 End of Life: The Support hereunder will be provided for a Product Release or Release containing new features, modifications, or enhancements up to twelve (12) months after the issuance of the end-of-life notice. After such time, for an additional twelve (12) months, limited Support will be provided to the Customer consisting solely of troubleshooting issues, identifying work arounds, and resolving critical security issues.

23. INCIDENT SUBMISSION AND RESOLUTION

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

23.1 SUBMITTING INCIDENTS

23.1.1 Who May Submit Incidents?

Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer and/or Contractor, as applicable, may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer and/or Contractor, as applicable, may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.

23.1.2 Customer Obligations

- a. Customer and/or Contractor, as applicable, will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network and/or applicable Products to help troubleshoot or resolve the issue.
- b. Customer and/or Contractor, as applicable, will give Nintex reasonable access to the Product and systems where the Workflow Service is deployed as necessary for Nintex to determine the cause of the problem and find a resolution. Nintex is not responsible for Customer's data, information, and software, including making back-up copies and security. Nintex recommends that Customer and/or Contractor, as applicable, create backup copies of configuration files before any work is performed.
- c. By not implementing a Release, Customer or Contractor, as applicable, may render the Workflow Service unusable or non-conforming, and Customer and/or Contractor, as applicable, assumes all risks arising from the failure to install such Releases. Even if Customer has paid the applicable fees under the Agreement, Nintex will not be required to provide Support to Customer if Customer (and only Customer) has not properly implemented a Release provided by Nintex. Notwithstanding the foregoing, in no event shall Contractor be relieved of providing the Support hereunder, if a Release has been implemented by Contractor, properly or improperly.

23.1.3 How to Submit Incidents

Incidents are to be submitted to Nintex by an authorized Contact through the Support Portal or via phone based on the level of Support purchased by Customer, as specified in the applicable Annex.

23.1.4 How to Report an Incident

In order to expedite the resolution of Incidents, Nintex expects that Customer and/or Contractor, as applicable, will make every attempt possible to:

- a. Verify that the Incident is reproducible (as applicable).
- b. Provide information necessary to help Nintex track, prioritize, reproduce, or investigate the Incident.
- c. Provide a full description of the issue and expected results.
- d. Categorize issues (technical question, defect, license request, enhancement request, etc.).
- e. List steps to reproduce the issue and relevant data.
- f. Provide any applicable log files (de-identified of sensitive data if appropriate).
- g. Provide exact wording of all issue-related error messages.
- h. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.
- i. Identify any existing Incident number in ongoing communications with Nintex.

23.2 SUPPORT RESPONSE AND INCIDENT RESOLUTION

23.2.1 Nintex Incident Response

For each Incident reported by Customer and/or Contractor, as applicable, in accordance with these procedures, Nintex shall:

- a. Confirm receipt of the reported Incident within the Initial Response time specified in the applicable Annex.
- b. Set a Severity Level for the Incident in accordance with the terms below.
- c. Use commercially reasonable efforts to respond to the Incident within the time specified the applicable Annex.
- d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- e. Give Customer direction and assistance in resolving the Incident.
- f. Keep a record of ongoing communications with Customer and/or Contractor, as applicable.
- g. Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.
- h. Upon request of Customer and/or Contractor, as applicable, discuss Severity Level and ongoing communication time frame. Nintex may modify the Incident's Severity Level at its sole discretion.

23.2.2 Severity Levels

Nintex will prioritize Incidents according to the following criteria:

- Severity 1 (“S1”): is the highest priority and receives first attention. S1 Cases are to be submitted when Customer cannot access the Workflow Service.
- Severity 2 (“S2”): indicates a reported Incident where the issue has severely impacted the performance of the Workflow Service's intended use and is causing a material and adverse impact to the majority of Customer's users; or the Workflow Service is not operating in a material respect within the documented functionality and it is impacting the majority of Customer's users or deployed Workflows.
- Severity 3 (“S3”): indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Workflow Service that is impacting the minority of Customer's users or deployed Workflows.
- Severity 4 (“S4”): indicates a reported Incident requesting assistance and may include questions of how to use the Workflow Service. It may also include a reported Incident where the Workflow Service is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Nintex will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

23.2.3 Resolution and Closure of Incidents

Incidents shall be closed in the following manner:

- a. For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer and/or Contractor, as applicable, of an available release that addresses the issue.
- b. In the event that custom or unsupported plug-ins, modules, or custom code is used, Nintex may ask, in the course of attempting to resolve the issue, that Customer and/or Contractor, as

applicable, remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Nintex may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in the Documentation.

- c. For issues outside of scope as outlined in this document, Nintex may close issues by identifying the Incident as outside the scope of Support.
- d. Dropped Issues. Nintex may close an Incident if the Contact has not responded after two (2) weeks from the date that Nintex requested additional information required to solve the case. Customer and/or Contractor, as applicable, may request Incidents be re-opened. At Nintex's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

24. STANDARD SUPPORT

SUPPORTED WORKFLOW SERVICES	
Supported Workflow Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	6AM – 5PM, Pacific Time, Monday – Friday Limited support during Nintex events and holidays
Business Hours (EMEA)	8AM – 5PM, GMT, Monday – Friday Limited support during Nintex events and holidays
Business Hours (APAC)	8AM – 5PM, Australian Eastern Time, Monday – Friday Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas - +14255332827 EMEA - +442036955056 APAC - +61388205139
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 8 Hours S2 – 1 Business day S3 – 2 Business days S4 – Best effort
DEVELOPMENT WORKFLOWS	
Development Workflows	1 x max workflows

25. ENTERPRISE SUPPORT

SUPPORTED WORKFLOW SERVICE	
Supported Workflow Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	4PM Sunday – 5PM Friday, Pacific Time, Limited support during Nintex events and holidays
Business Hours (EMEA)	12AM Monday – 1AM Saturday, GMT, Limited support during Nintex events and holidays
Business Hours (APAC)	8AM Monday – 9AM Saturday, Australian Eastern Time Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas - +14255332827 EMEA - +442036955056 APAC - +61388205139
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 4 Hours S2 – 8 Hours S3 – 1 Business day S4 – 2 Business days
DEVELOPMENT WORKFLOWS	
Development Workflows	2 x max workflows

SCHEDULE L.5

OPEN TEXT INC.

The County of Los Angeles (“County” or “Licensee”) has entered into an agreement (“Agreement”) with Vertiba, LLC. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) incorporating software products provided and licensed by Open Text Inc. (“Open Text” or “Licensor”) through Reseller. This Schedule L.5 (also “License & Support Agreement”) sets forth the license, service levels, warranties and support terms applicable to the Software and related services (together “Software”), to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

PART 1 – LICENSE TERMS

The Subscription Services to be provided to County under the Agreement with respect to the Software described herein shall be subject to the license terms (“EULA”) set forth in this Part 1 of the License & Support Agreement.

1. DEFINITIONS

In addition to the terms that are defined elsewhere in the Agreement, the defined terms below shall have the meanings given to them as follows:

“**Affiliate**” means any entity controlled by, controlling, or under common control with County or Licensor, as applicable. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this License & Support Agreement;

“**Claim**” means claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party’s patent, copyright, or trade secret rights existing under the laws of the Covered Countries;

“**Covered Countries**” means Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Italy, New Zealand, Norway, Spain, Sweden, Switzerland, the Netherlands, the United Kingdom and the United States;

“**Documentation**” means user guides, operating manuals, technical manuals/instructions and release notes, in effect as of the date of delivery or other provision of the applicable Software to County, made generally or specifically available by Open Text or Contractor;

“**License Documents**” means the Agreement together with all amendments, addenda and other modifications thereto, including this EULA, all Transaction Documents (including pricing information), Documentation, and any other documents provided by Contractor or made available by Open Text under the Agreement setting out permitted uses of the Software;

“**License Fees**” means the applicable fees payable by Licensee to Contractor with respect to the granting of the License for the Software hereunder, as set forth in Exhibit B (Pricing Schedule) to the Agreement;

“**License Model**” means the description of the rights, conditions, limitations and restrictions associated with the Software License which govern the use of the Software, as such are set forth in the Agreement including this EULA;

“**Physical Media**” means the physical media or hardware containing or enabling Software;

“**Reseller**” means Carahsoft Technologies Corp.;

“**Software**” includes software products, Documentation and Support Software licensed to Licensee as part of the System under the Agreement, including all copies made by Licensee and may, where the meaning so implies, refer to all of the Software or portions thereof;

“**Software License**” means a license for the Software granted under this EULA to the Licensee;

“**Support Software**” means all maintenance and support software, updates, upgrades, patches, fixes, modifications, ported versions or new versions of the Software provided to Licensee pursuant to the applicable maintenance and support program as part of the SLA (as defined in the Agreement) under the Agreement, together with all related Documentation provided to Licensee pursuant to such program;

“**Transaction Document**” includes: (a) the executed Agreement between County and Contractor, including this EULA and Exhibit B (Pricing Schedule).

2. OWNERSHIP OF SOFTWARE

- 2.1 OWNERSHIP. None of the Software is being sold. All ownership, intellectual property, and other rights and interests in the Software remain solely with Open Text Corporation, its Affiliates or its licensors. The source code for the Software is trade secret of Open Text Corporation, its Affiliates or its licensors, and is their confidential information.

3. LICENSE GRANT

Subject to and without limiting the Licensee’s rights under the Agreement with respect to the Licensed Software (as defined in the Agreement), including the Software described herein, the license for the Software set forth in this License & Support Agreement is subject to the terms specified below in this Section 3.

- 3.1 GRANT OF LICENSE. Except as otherwise stated in the License Documents and the Agreement, Contractor grants to Licensee a worldwide, nonexclusive, perpetual (unless stated to be a time limited term), internal business use license to use, install and execute the Software identified in the applicable Transaction Document based on the applicable License Model, restrictions, quantities, conditions, and limitations stated in the License Documents. Open Text reserves all rights not expressly granted to Licensee under the Agreement.
- 3.2 APPLICABLE LICENSE MODEL. The License Model and any restrictions for the Software will be stated in the Transaction Document and the Agreement. If no License Model or restrictions are specified in the Transaction Document, the License Model (and any capacities) for which County paid the applicable License Fees under the Agreement will apply.
- 3.3 ALLOCATION OF LICENSES TO AFFILIATES. Unless prohibited under the applicable License Documents, the Licensee may allocate Software Licenses to its Affiliates, provided: (a) the Licensor is not responsible for the Affiliate’s compliance with the License Documents; and (b) the Licensor is not liable for any breach of the License Documents by an Affiliate.

4. AUTHORIZED COPIES

- 4.1 SOFTWARE AND DOCUMENTATION. Licensee may make as many copies of the Software necessary for it to use the Software as licensed under the Agreement. Each copy of the Software made by Licensee must contain the same copyright and other notices that appear on the original copy. Licensee will not modify the Documentation, unless and to the extent permitted under the Agreement or by Contractor. Documentation may: (a) only be used to support Licensee’s use of the Software or the System; (b) not be republished or redistributed to any third party not authorized by Contractor, Reseller or Open Text; and (c) not be distributed or used to conduct training for which Licensee receives a fee. Licensee will not copy any system schema reference document related to the Software, unless and to the extent permitted under the Agreement or Contractor.

5. RESTRICTIONS

Subject to and without limiting the rights of County under, and except as permitted by the Agreement, including this License & Support Agreement, County use of the Software will be subject to the restrictions set forth in this Section 5 below.

- 5.1 GENERAL RESTRICTIONS. Except as provided in the License Documents or the Agreement, Licensee will not and will not permit any other party that is not Contractor or Reseller to: (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the Software by any means, to any party; (b) rent, loan or use the Software for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet “links” to the Software or “frame” or “mirror” the Software on any other server or wireless or Internet-based device, or in any other way allow third parties, other than Contractor or Reseller, to access, use and/or exploit the Software; (c) use the Software, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the Software; or (e) use the Software in a manner inconsistent with the License Documents and the Agreement.
- 5.2 FURTHER RESTRICTIONS. Licensee will not disclose results of any benchmark or other performance, evaluation, or test run on or related to the Software, unless done so under or to fulfill the purposes of the Agreement. Without limiting the SLA requirements under the Agreement, Licensee acknowledges that the Software is not fault-tolerant and not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance and, unless provided for in the Agreement, consequently, will not use the Software for: (i) the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications; (ii) in the design, construction, operation or maintenance of any nuclear facility; (iii) medical or surgical applications; or (iv) any other application in which failure could cause personal injury or death. Except as expressly permitted under applicable law or the Agreement or in the event any Release Condition (as defined in the Agreement) occurs, Licensee will not modify, adapt, translate, reverse-engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse-compile, reverse-assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Software or any Licensor’s confidential information or trade secret.
- 5.3 DERIVATIVE WORKS / IMPROVEMENTS. Licensee is prohibited from creating any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement (including patentable improvements), new version or other derivative work based on, incorporating or using, the Software (“Modification(s)”). Notwithstanding the foregoing, Contractor shall ensure that it has and shall procure all the requisite rights to create, develop or otherwise provide any such Modifications to fulfill its obligations under the Agreement. If any of the Software is provided to the Licensee in source code format (or any other format that can be modified), the Licensee or Contractor may modify such portion of the Software for the sole purpose of using the Software in accordance with the Agreement including this EULA; and Open Text will solely own all modified portions of Open Text’s proprietary Software, and Contractor will irrevocably assign, directly or indirectly, to Open Text in perpetuity all worldwide intellectual property and any other proprietary rights in and to any such Modifications of the Software.
- 5.4 INTERFACING AND INTERACTIVE SOFTWARE. Contractor shall ensure that the Software products hereunder are interfaced or interacting with other software products, including Licensed Software, through the use of application program interfaces provided by Open Text.

6. ORDERING SOFTWARE LICENSES

- 6.1 DIRECTOR ORDERS. Any Software licensed directly by County from Open Text shall be subject to the terms and conditions agreed to by County and Open Text with respect to such Software, including any applicable Transaction Documents and/or other ordering documents.
- 6.2 ORDERS THROUGH OPEN TEXT RESELLER. Software Licenses ordered through the Reseller are governed by the license grant set out in the Agreement, including this EULA and the applicable License Model description as such may be set out in Exhibit B (Pricing Schedule) to the Agreement.
- 6.3 RISK OF LOSS AND SHIPPING TERMS. The Software is deemed “delivered” to County, as applicable, on the date: (a) when it is made available by Open Text or Contractor to County for electronic download, or (b) when Contractor delivers and installs the Software in the applicable System Environment for County access.
- 6.4 LICENSEE AFFILIATE ORDERS. Licensee’s Affiliates that order Software License hereunder are bound by the terms and conditions of the Agreement, including this EULA, as if it were the Licensee.

7. OPEN TEXT SUPPORT AND MAINTENANCE

- 7.1 OPEN TEXT SUPPORT AND MAINTENANCE PROGRAM. All Support Software provided to Licensee will be governed by the provisions of the Open Text maintenance or support program as described by Part 2 (Support Terms) of this Schedule L.5, including the then-current version of the applicable Open Text software Maintenance Handbook (available upon request or at www.opentext.com/agreements).

8. AUDITS AND NONCOMPLIANCE

- 8.1 AUDIT. Contractor shall, at its own cost and expense, perform an annual audit of Licensee’s usage of the Software against the licenses acquired by Licensee under the Agreement, in compliance with the Agreement provisions and laws and regulations pertaining to confidentiality, security and data protection, and discuss the result with County. Overuse or underuse of Software licenses as revealed by such audit shall be subject to County’s right to increase or decrease the number of licenses acquired by County, but only going forward. In no event shall Licensee be liable to Contractor or Licensor (i) for any additional License Fees or penalties in the event the audit reveals Software overuse by County or (ii) for any costs or expenses associated with the audit.
- 8.2 CONDUCT. Contractor Audits will be conducted during regular business hours as agreed to by County and Vertiba and will not interfere with Licensee’s business.

9. LIMITED WARRANTIES

In addition to the Licensed Software warranties and County’s remedies set forth in the Agreement, Contractor shall provide the warranties and County shall be entitled to the remedies set forth below in this Section 9.

- 9.1 LIMITED SOFTWARE WARRANTY. Open Text and Contractor warrant to Licensee that Software: (a) will be free of all known viruses at the time of first delivery (as defined in Section 6.3 (Risk of Loss and Shipping Terms) above); and (b) will perform substantially in accordance with its accompanying Documentation from the date of first delivery as specified in the Agreement. Without limiting any other of County’s rights and remedies specified in the Agreement, Open Text’s entire liability, and Licensee’s sole remedy under this EULA, for each breach of the warranty in: (i) clause (a) is limited to requiring Open Text or Contractor, as applicable, to deliver a replacement copy of the Software to Licensee free of known viruses; and (ii) clause (b) is limited to requiring Open Text or Contractor, as applicable, to correct or work around the portion of the Software giving rise to such breach within a commercially reasonable time. Failure by Open Text or Contractor, as applicable, to meet the warranty specified herein will entitle County to a refund of all License Fees (as defined in the Agreement) attributable to the portion of the Software giving rise to the breach of the warranty.
- 9.2 WARRANTY EXCLUSIONS. The warranties do not apply to any breach caused by: (a) any change to the Software, except where the changes were made, authorized or approved by Contractor or Open

Text through Support Software; (b) Licensee's or Contractor's, as applicable, failure to provide a suitable installation or operating environment for the Software; (c) use of the Software on, or caused by, software, firmware, computer systems, data, technology or a hardware platform not provided, approved or otherwise authorized by Open Text or Contractor in writing; (d) any telecommunications medium used by Licensee; (e) failure of Licensee or user to comply with the Documentation, unless per instructions or authorization from Contractor or Open Text; or (f) failure of Licensee to report a warranty claim within the warranty period. Open Text does not warrant that the Software is error-free or will operate without interruption.

9.3 WARRANTY DISCLAIMER. Except for the express limited warranties provided in this Section, Open Text makes no representations and disclaims any and all express or implied warranties, written or oral, including without limitation any implied warranty of merchantability, fitness for a particular purpose, non-infringement or the adequacy of the Software to produce a particular result.

9.4 INABILITY TO EXCLUDE WARRANTIES. If a jurisdiction applicable to the Agreement restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential or special damages, each warranty which cannot be excluded is limited in time to 60 days from the date of first delivery of the Software.

10. OPEN TEXT INFRINGEMENT INDEMNITY

10.1 INFRINGEMENT CLAIMS. Open Text will defend Licensee from any Claim, to the extent the Claim arises solely as a result of Licensee's or Contractor's use, implementation or maintenance and support of the Software in accordance with the License Documents, and provided the alleged infringement was not caused by: (a) Licensee's or Contractor's, as applicable, failure to incorporate a Software update or upgrade that would have avoided the alleged infringement; (b) the modification of the Software by any party other than Open Text or Contractor; (c) the combination or use of the Software with software, hardware, firmware, data or technology not licensed to Licensee by Open Text or Contractor or approved or recommended by Open Text or Contractor in writing; or (d) Licensee's use of the Software other than (i) in accordance with the Agreement, including this EULA, or (ii) pursuant to Open Text's or Contractor's approval, instructions or direction.

10.2 EXCLUSIONS. Open Text's obligations in this Section are conditioned upon: (a) Contractor or Licensee, as applicable, notifying Open Text in writing within 10 days of Contractor or Licensee, as applicable, becoming aware of a Claim; (b) Licensee not agreeing to a settlement of any Claim without the prior written consent of Open Text, which consent shall not be unreasonably withheld; (c) Licensee, at the request of Open Text, providing all reasonable assistance to Open Text in connection with the defense, litigation and settlement by Open Text of the Claim without undue burden on Licensee; and (d) Open Text having sole control over the selection and retainer of legal counsel and over the litigation, provided that any settlement of the Claim shall be subject to County approval. Open Text will indemnify Licensee from any judgment finally awarded, for which all avenues of appeal have been exhausted, or any final settlement in connection with any Claims, provided all the conditions of this section are satisfied.

10.3 LICENSEE'S CONTINUED USE. If the Software becomes the subject of a Claim, Open Text will, in its absolute discretion, either (a) obtain a license for Licensee to continue using the Software, (b) replace or modify the Software without unreasonable degradation in functionality, or (c) terminate the Software License to the infringing portion of the Software hereunder and refund the unamortized portion of the License Fees paid by County and attributable to the infringing portion of the Software, based on a 3-year straight line amortization. Open Text's entire liability and Licensee's sole and exclusive remedy with respect to any Claims are limited to the remedies set out in the Open Text Infringement Indemnity section. Notwithstanding the foregoing, Contractor shall fulfill its intellectual property indemnification obligations under the Agreement.

11. SOURCE CODE ESCROW

Licensor has entered into certain Master Agreement ("Source Code Escrow Agreement) with Fort Knox Escrow Services, Inc. (currently DSI Technology Escrow Services, Inc., a wholly-owned

subsidiary of Iron Mountain Incorporated) (hereinafter “Escrow Agent”) to fulfill the requirements of the Agreement, including the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Consistent with the provisions of such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall maintain Customer as a beneficiary under the Source Code Escrow Agreement. Any and all fees and costs associated with maintaining the Source Code Escrow Agreement shall be borne by Contractor, as further specified in such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Upon occurrence of any of the Release Conditions identified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall release the Source Code for Software to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.6 (Possession and Use of Source) of the Agreement, at no charge to County.

12. POST-AGREEMENT PROPRIETARY RIGHTS

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.5.

13. BANKRUPTCY

All rights and licenses granted pursuant to any section of this Schedule L.5 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the “Code”) and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced or renumbered from time to time), executory licenses of rights to “intellectual property”, as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.5. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer’s rights of election, all rights and licenses granted to Customer under this Schedule L.5 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor’s rejection of this Schedule L.5.

PART 2 – SUPPORT TERMS

Contractor’s Service Levels, including technical Support Services, Maintenance Services and correction of Deficiencies, as well as County’s remedies for failure by Contractor to meet such Service Levels (“Support Terms”), shall be subject to the provisions of the Software Maintenance Program Handbook, available at http://www.opentext.com/file_source/OpenText/en_US/PDF/opentext-smph-handbook-en.pdf (“Maintenance Handbook”).

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
PCG TECHNOLOGY CONSULTING
FOR
CASE MANAGEMENT SYSTEM CONSULTING SERVICES**

Amendment Number 5 Agreement Number PCG073014

This Amendment Number Five to Agreement Number PCG073014 for PCG Technology Consulting, hereinafter referred to as Agreement, is made and into this _____ day of _____, 2017, by and between the County of Los Angeles, hereinafter referred to as County on behalf of the Los Angeles County Department of Public Defender, hereinafter referred to as Department or PD, and PCG Technology Consulting, hereinafter referred to Contractor.

RECITALS

R1 WHEREAS, on July 15, 2014 the County of Los Angeles Board of Supervisors authorized the Public Defender on his designee to execute Agreement with PCG Technology; and

R2 WHEREAS, on July 30, 2014 this Agreement Number PCG073014 was executed by the Public Defender as approved by the Board of Supervisors; and

R3 WHEREAS, the Public Defender intends to extend the Agreement for thirty six (36) additional months from October 10, 2017 through October 9, 2020 with the sole option to extend the Agreement for an additional twelve (12) months from October 10, 2020 through October 9, 2021, at no additional cost; and

R4 WHEREAS, pursuant to Sub-paragraph 8.3, the Public Defender or designee is expressly authorized to extend the term of this Master Agreement as defined in Paragraph 4.0 – Term of Master Agreement; and

R5 WHEREAS, pursuant to Sub-paragraph 8.4, the Director of ISD or his designee is authorized to add and/or change certain terms and conditions as required by the County’s Board of supervisors; and

NOW THEREFORE, County and Contractor hereby covenant and agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 4.0, Term of Contract, of the Agreement, shall be deleted in its entirety and replaced as follows to extend the Agreement for thirty six (36) additional months from October 10, 2017 through October 9, 2020;
 - 4.1 The term of this Agreement shall commence upon October 10, 2017, and shall terminate on October 9, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

- 4.2 The County shall have the sole option to extend this Agreement for one (1) additional one-year term; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term, the remaining option shall lapse. County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.
 - 4.3 As used throughout this Agreement, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises its option under this Paragraph 4.
 - 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager/Project Leader, at the address set forth in Exhibit E (County's Administration).
 - 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
3. Add Exhibit A - Phase III and Phase IV Statement of Work for PCG Technology Consulting, dated September 2017.
 4. Paragraph 1.11, Mandatory Requirement to Register on County's WebVen, of the Agreement, shall be revised to the following WebVen link: <http://camisvr.co.la.ca.us/webven/>.
 5. Paragraph 1.17, SPARTA Program, of the Agreement, shall be deleted in its entirety.
 6. Paragraph 1.27, Consideration of GAIN/GROW Participants for Employment, of the Agreement, shall be revised to remove "Additionally" in second sentence.
 7. Paragraph 1.28, County's Quality Assurance Plan, of the Agreement, shall be deleted in its entirety and replaced as follows to include the County mandated provision:
 - 1.28 After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix A (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

8. Paragraph 1.30, Safely Surrendered Baby Law, of the Agreement, shall be deleted in its entirety and replaced as follows to include the County mandated provision:

1.30 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrender Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

9. Paragraph 1.34, Local Small Business Enterprise Preference Program, and Paragraph 1.35, Local Small Business Enterprise (SBE) Prompt Payment Program, of the Agreement, shall be deleted in its entirety and replaced as follows to include the County mandated provision:

1.34.1 Overview of County's Preference Programs

1.34.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

1.34.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 1.34.2, 1.34.4, and 1.34.5 of this solicitation.

1.34.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

1.34.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1.34.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.34.2 Local Small Business Enterprise (LSBE) Preference Program

1.34.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.2.1.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with

other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- 1.34.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.
- 1.34.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.
- 1.34.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.34.4 Social Enterprise (SE) Preference Program

- 1.34.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 1.34.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.34.4.1.

1.34.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.

1.34.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>.

1.34.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.34.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.34.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.

1.34.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

1.34.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

1.34.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

10. Paragraph 1.40, Time Off for Voting, shall be added to include County mandated provision:

1.40 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment to be effective October 10, 2017.

COUNTY: LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC DEFENDER

By: _____
KENNETH I. CLAYMAN
Interim Public Defender

Date: _____

CONTRACTOR: PCG TECHNOLOGY CONSULTING

By: _____
Signature

Print Name

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY WICKHAM
County Counsel

By: _____
JONATHAN MCCAVERTY
Principal Deputy County Counsel

Date: _____



Attachment IV Exhibit A

LA County Public Defender Contract Amendment 5 CMS Phase III

Technical Project Management and Organizational Change Management Services

September 8, 2017



2150 River Plaza Drive, Ste. 380
Sacramento, CA 95833
916-565-8090
www.publicconsultinggroup.com



September 8, 2017

Mr. Noble Kennamer
Los Angeles County
Office of the Public Defender
210 West Temple Street
19th Floor
Los Angeles, CA 90012

Dear Mr. Kennamer,

Public Consulting Group (PCG) is pleased to provide this proposal to the Public Defender's Office in response to your request for Technical Project Management and Organizational Change Management (OCM) Services for Phase III, Creation and Building, of the Client Case Management System (CCMS) project. PCG provides the following Statement of Work.

It is our understanding that the new CCMS will be based upon the requirements developed in Phase I and in accordance with the contract negotiated with the system integrator, Vertiba, during Phase II. Further, it is our understanding the Public Defender is also seeking continuation of the provision of foundational project management processes which are described in the Phase I Project Control Document; and which will be utilized, maintained, and updated throughout the life cycle of the project.

For the Technical Project Management services, PCG is proposing a continuation of its Phase II team, who will accomplish the project objectives with no ramp-up time required. Our team is composed of professionals experienced in legal and justice operations and intimately familiar with the CCMS requirements and the newly negotiated Agreement. Our *ManageIT*[™] project management approach is aligned with industry best practices; specifically, the Project Management Institute (PMI)'s Project Management Body of Knowledge (PMBOK[®]). This is intended to ensure that the knowledge we transfer to the Public Defender staff will be the most current, and the processes we define will be repeatable when the project is complete.

For the OCM services, PCG has partnered with Highlands Consulting Group, experts in the Prosci methodology, to set the stage for success early in the project. Beginning with training for both Sponsor and Manager Groups, to build credibility and lay a solid foundation for the remainder of the project, we are proposing a two-phase process:

- Phase 1: Prosci Training, OCM Strategy and Individual Plans Development
- Phase 2: Ongoing OCM Mentoring and Support

By providing ongoing mentoring throughout the remainder of the project, we can empower the Public Defender's Office with change management skills and knowledge that are



applicable long-term. Our Project Manager, Ms. Sally Nagy, will work closely with Highlands Consulting Group to ensure a seamless integration with other CCMS project resources.

Thank you for this opportunity to submit this proposal. Should questions arise, or if you need additional information regarding the services offered, please do not hesitate to contact Ms. Nagy at (916) 704-6701 or swnagy@pcgus.com.

Sincerely,

Mitchell Dobbins
Practice Area Director
PCG Technology Consulting

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1 BACKGROUND

On July 1, 2015, the Public Defender CMS project moved to Phase II, the Procurement Process. Key dates include:

- The Selection and Evaluation Report was delivered on September 15, 2016.
- Vendors were notified of their status on October 19, 2016.
- Vendor debriefs were conducted on November 1, 2016. The protest period passed with no protests received.
- Negotiations with Vertiba, the winning vendor, began on November 4, 2016 and have recently concluded.

The project is now ready to move to Phase III – Creation and Building.

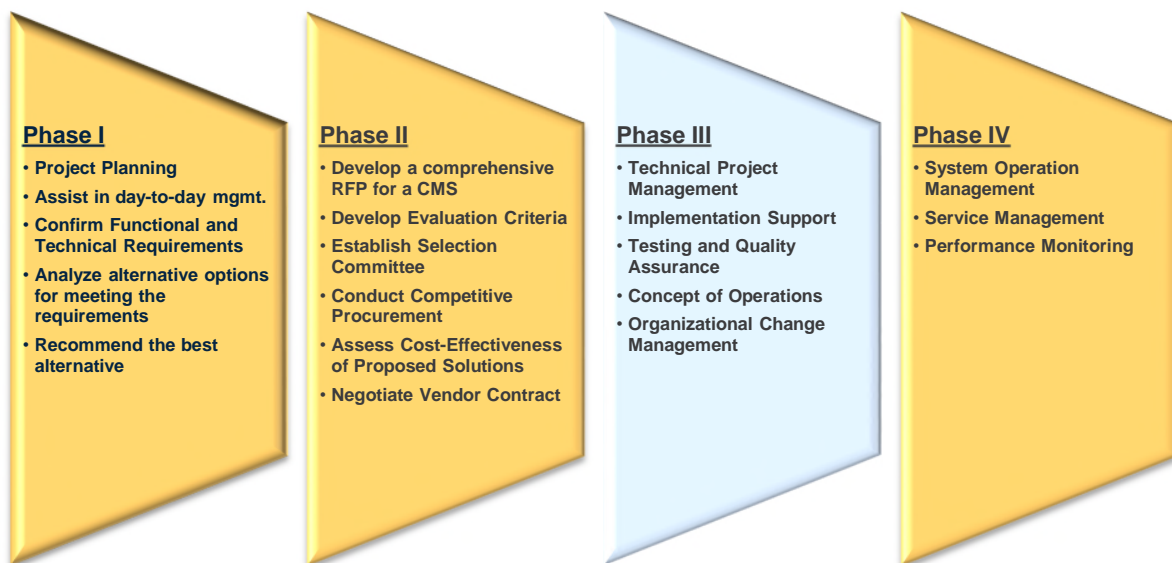


Figure 1: Phase III – Creation and Building

2 PHASE III SCOPE

The scope of Phase III covers the construction and deployment of the solution selected in Phase II. During this phase, PCG proposes working as an extension of the Public Defender's staff to provide Technical Project Management services to guide the creation and building of the CCMS according to the Statement of Work developed in Phase II. This will include ensuring Vertiba, the software integrator, fulfills all responsibilities as defined in the signed Agreement.

In addition, during the planning phases, PCG will identify and take appropriate planning steps for other activities outside of Vertiba's scope that the LACPD must accomplish in order to achieve success.

PCG's Phase III Tasks include:

- Providing **Technical Project Management** services to assist LACPD as it partners with Vertiba during the solution development and implementation process.
- Providing **Implementation Support** by working side-by-side with the LACPD Project Team and Vertiba through all project phases: design, development, testing, data conversion, training and implementation (Tasks 2 through 7 of Vertiba's Statement of Work).
- Working closely with Vertiba and the LACPD Project Team to ensure **Testing and Quality Assurance** processes achieve the desired results.
- Assisting the Public Defender's Office with the development of a **Concept of Operations** (ConOps) document. This will describe the goals, objectives and rationale for implementing the new CCMS and the impact the new CCMS will have on the LACPD and its stakeholders. The ConOps can be used by leadership to determine the changes to be made to the Department, reasons for the changes, factors influencing the changes and potential risks and issues related to the implementation of the new CCMS.
- Providing **Organizational Change Management** services to support business process transformation and implementation of the new system.

The following Proposed Approach narrative is described in two sections:

- Technical Project Management
- Organizational Change Management

3 PROPOSED APPROACH – TECHNICAL PROJECT MANAGEMENT

PCG proposes to deliver Technical Project Management services as described in the following sections:

- **Technical Project Management** – working with the LACPD Project Director to ensure the overall CCMS project goes as planned while addressing those tasks the LACPD must perform that are not included in Vertiba’s scope of work.
- **Quality Assurance** – reviewing Vertiba’s processes and work to ensure they fulfill all responsibilities as defined in the signed Agreement.
- **Implementation Support** – using its knowledge of Agile processes, assisting the LACPD project team throughout the design, build and implementation process.

3.1 Tasks

Table 1: Technical Project Management Tasks

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
Task 1: Project Initiation	<ul style="list-style-type: none"> • Conduct Project Kick-off meeting • Prepare Deliverable Expectation Document (DED) for Concept of Operations Report • Coordinate with PD and Vertiba and assist PD’s Project Director during development of Vertiba’s Project Management Plan (PMP) • Update the Project Control Document (PCD) to incorporate PD’s and Vertiba’s tasks 	<ul style="list-style-type: none"> • Attend Project Initiation meetings • Review DED • Review & Approve PCD 	<ul style="list-style-type: none"> • Concept of Operations DED • Updated Integrated PCD for all project-related tasks and deliverables • Conduct Executive briefings as needed
Task 2: Technical Project Management	<ul style="list-style-type: none"> • Align Vertiba’s and LACPD’s parallel efforts • Actively participate in project review sessions; providing guidance and recommendations to Vertiba, the PD Project 	<ul style="list-style-type: none"> • Attend status meetings • Actively participate in project review sessions • Proactively respond to 	<ul style="list-style-type: none"> • Monthly Status Reports to include overall project and task progress and upcoming activities • Regular meetings with Vertiba to coordinate status

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
	<p>Director and PD project team members</p> <ul style="list-style-type: none"> • Monitor the progress of project execution, assuring potential problems are identified in a timely manner and corrective action can be taken proactively to avert risks • Mentor LACPD project staff in developing knowledge and process discipline related to project planning and execution • Review and provide input into project plans • Review and measure project progress against the project plans to ensure that the project is within acceptable schedule and scope variances • Ensure that changes to project schedule or scope have been properly documented, and that risks are understood and approved by LACPD Executives • Provide and support a process for the escalation of issues • Prepare status reports at agreed-upon intervals • Provide LACPD executive status briefings as needed • Facilitate meetings as necessary, documenting decisions and action items 	<p>findings and recommendations</p>	<p>reporting and any PCD updates</p> <ul style="list-style-type: none"> • Weekly Risk and Issues Report highlighting outstanding risks and issues, status and responsible party • On-going guidance and recommendations to the Vertiba and the PD Project Director re: project status, resources, and risk and issues resolution • Meeting Agendas • Action Meeting Minutes describing key points of discussion and action items

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
	<ul style="list-style-type: none"> • Ensure that Vertiba's activities support County goals 		
<p>Task 3: Implementation Support</p>	<p>As an extension of the LACPD Project Team:</p> <ul style="list-style-type: none"> • Lead project initiation efforts • Participate in case management workshops providing insight and recommendations as appropriate • Participate in integration discussions • Review and provide recommendations re: high-level technical specifications • Review and provide recommendations re: high-level solution design • Review security plan and advise PD Project Director of any concerns • Participate in data conversion planning and execution • Participate in test plan development and User Acceptance Testing; provide recommendations to Project Director re: readiness to move toward implementation • Review training course outline and training packages • Review the implementation plan 	<ul style="list-style-type: none"> • Perform tasks as described in Vertiba's SOW 	<p>In addition to verbal recommendations to Vertiba and the PD Project Director, results / observations will be documented in Action Minutes, the Monthly Status Reports and any special reports, as needed. To include:</p> <ul style="list-style-type: none"> • Recommendations re: case management workshops observations and recommendations re: degree to which participants are embracing the proposed changes • Recommendations re: approach and/or concerns related to integration with existing applications • Recommendations re: high-level technical specifications especially as related to risk • Recommendations re high-level solution design and conformance to requirements • Recommendations re: security plan especially around potential risks

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
			<ul style="list-style-type: none"> • Recommendations re: data conversion planning and execution especially relative to thoroughness of approach and level of effort required of PD staff; advice re: acceptability of converted data • Assistance with test plan and test script development • Assistance with User Acceptance Testing especially re: validation of acceptable results • Recommendations re: possible training program adjustments based on training observations • Recommendations to PD Project Director re: any risks associated with incremental go-live plans
<p>Task 4: Testing and Quality Assurance</p>	<p>Perform Quality Assurance, including:</p> <ul style="list-style-type: none"> • Develop schedule of QA activities • Conduct qualitative and quantitative review of Vertiba's processes, providing an assessment of current project processes against best practices 	<ul style="list-style-type: none"> • Review and approve schedule of QA activities • Review, contribute to and approve Findings Reports 	<ul style="list-style-type: none"> • Schedule of QA activities • Monthly Report re: overall health of the project including schedule progress, resources and cost, process performance and product quality • Recommendations to Vertiba and the

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
	<ul style="list-style-type: none"> • Conduct qualitative and quantitative review of Vertiba's products to ensure they conform to requirements and meet agreed-to documentation, design and coding, and testing standards and practices • Conduct qualitative review of the overall project health as described in Section 3.3.6 QA Tasks 		<p>PD Project Director regarding corrective actions to resolve any observed product quality issues especially around satisfying the requirements and any observed stakeholder issues as the project progresses.</p> <ul style="list-style-type: none"> • Other Findings and Recommendations as needed
<p>Task 5: Develop the Concept of Operations Document</p>	<ul style="list-style-type: none"> • Develop a statement of goals and objectives of the CCMS • Identify strategies, tactics, policies and constraints affecting the system • Document activities and interactions among participants and stakeholders • Describe specific operational processes for implementing the system • Document processes for initiating, developing, maintaining and retiring the system • Prepare a ConOps document 	<ul style="list-style-type: none"> • Participate in activities needed to develop ConOps document • Review and approve the ConOps document 	<ul style="list-style-type: none"> • ConOps Document outlining the changes to be made to department processes, reasons for the changes, factors influencing the changes, and potential risks and issues related to the implementation of the new CCMS
<p>Task 6: Project Close-out</p>	<ul style="list-style-type: none"> • Update Project Library • Complete final Status Report • Conduct Project Lessons Learned debrief 	<ul style="list-style-type: none"> • Review and approve final Status Report • Attend Project Lessons Learned debrief 	<ul style="list-style-type: none"> • Final Status Report documenting the status relative to the contract requirements including any outstanding deliverables from

Tasks	Primary PCG Responsibilities	Primary CCMS Project (PD) Responsibilities	Deliverables and Work Products
			Vertiba, any outstanding issues and an assessment of the any ongoing implementation issues and opportunities. <ul style="list-style-type: none"> • Updated project library

3.2 ManageIT™ Project Management Approach

PCG will provide technical project management services to the LACPD Project Team. To



Figure 2: *ManageIT™* and the PMBOK® Knowledge Areas

ensure the utmost adherence to the project scope, PCG will provide these services for the Client Case Management System (CCMS) project according to ten PMBOK® knowledge areas – integration, scope, time, cost, quality, human resources, communications, risk, procurement and stakeholder. This multifaceted, cohesive approach allows project progress and success to be carefully measured. Our knowledge area lifecycles are designed to integrate with existing client processes or to function as standalone processes if required. Additionally, PCG has templates for each of the knowledge area lifecycles that are based on industry standards and best practices and will be customized to best fit the needs of the CCMS Project based on project size, scope and other factors.

The plans from each of the ten knowledge areas are compiled to form the Project Control Document (PCD), the master document that dictates all project management protocol for the CCMS Project. The PCD will be made available to all stakeholders via SharePoint or other County document storage method to guarantee a consistent, up-to-date and standardized project management methodology.

PCG will update the current CCMS PCD to reflect its Phase III scope and responsibilities. Other than the scope of work, key elements of PCG's and Vertiba's management plans should be essentially the same.

3.2.1 Integration Management

Integration Management is the process of synthesizing the management of project scope, time, cost, quality, human resources, stakeholders, communications, risk and procurements. Seeing that these nine knowledge areas are properly planned and executed within the project's constraints, so that the CCMS Project functions as a cohesive whole, is the project manager's primary responsibility. The Integration Management process involves creating the PCD prior to beginning project work. Then, as project work is underway, the project manager will gather work performance data and continually assess risks to determine if Change Control should be performed and any corrective or preventative actions taken. Any approved changes are documented in the PCD and applicable project documents to keep the team and stakeholders informed of the most updated project plan.

3.2.2 Scope Management

Scope Management is the process of planning and managing project scope. The Scope Management Plan details how to achieve project scope, maintain and control the scope to its baseline and obtain deliverable acceptance, as well as any tools used to plan and manage project scope. Vertiba will develop a Scope Management Plan for its project responsibilities. The most important product of Scope Management is the Work Breakdown Structure (WBS). The WBS forms the basis of the project and all other knowledge areas. Once the scope baseline is established, any changes must be approved by the project sponsor via the Change Control process. PCG will document those tasks outside Vertiba's responsibilities in the updated PCD.

3.2.3 Time Management



Time Management is the process of determining the project schedule. PCG will begin by reviewing Vertiba's Time Management Plan and building a complementary schedule that covers the other facets of the project. PCG will then sequence the project activities from the WBS by creating dependencies. These durations and dependencies form the initial schedule baseline for the project. For the CCMS PCG will do much of the sequencing by loading the schedule into Microsoft Project. Once the schedule is in Project, activity statuses and durations will be updated to align with project progress. This will enable us to keep a close eye on project performance and safeguard against changes to the baseline (unless they are first approved in the Change Control process). Once the schedule is established, we can determine the project's critical path and ensure the Project Team adheres to the baseline to complete the project on time.

3.2.4 Cost Management

Cost Management is the process of planning and monitoring project costs. If requested by the Project Director, PCG will assist his fiscal team in creating a Cost Management Plan. This plan will contain the types of costs the CCMS Project will incur, how they will be documented and how the plan will be used to create and control the project budget. The project team will use this information to monitor activity and control the project's costs and scope according to the budget.

3.2.5 Quality Management

Quality Management is the process of guaranteeing that all deliverables produced are of the highest caliber. PCG will use the requirements documentation to measure the quality of each deliverable and the project as a whole. PCG will monitor adherence to project requirements throughout the CCMS Project's lifecycle to prevent any shortcomings and find ways to make production processes more efficient. PCG's scope of work also includes Quality Assurance over Vertiba's work. PCG's Quality Assurance Approach is further described in detail in Section 3.3.

3.2.6 Human Resource Management

Human Resource Management entails keeping track of the roles and responsibilities for each team member assigned to the CCMS Project to establish clear delineation of activity assignments and appropriate resource allocation. PCG will assist the LACPD in determining the right mix of technical and business skills and work with their project team throughout the implementation, providing support and direction as needed. PCG will provide input to the Project Director regarding observations about LACPD staff project performance so the Project Director can hold performance appraisals as appropriate and continually monitor utilization. PCG will also provide an assessment of Vertiba's team performance.

3.2.7 Communications Management

To regulate project communications to stakeholders, as well as communications between project team members, PCG will work with the LACPD and Vertiba to update the Communications Management Plan in the existing PCD. The project team will reference and abide by this plan in their outreach to stakeholders. We will also monitor the effectiveness of Project communication.

3.2.8 Risk Management

The Risk Management process is paramount to PCG's technical project management efforts. We will work closely with Vertiba and the Project Director to review and monitor risks. In the event that a risk occurs, we will oversee the execution of the planned mitigation strategies.

3.2.9 Procurement Management

If any additional vendors, outside the Vertiba contract, are required, PCG will work with the LACPD to determine the best approach. Deciding whether to subcontract work will involve PCG assisting the LACPD in doing a make-or-buy analysis for each potential subcontractor to evaluate whether the work would be more efficiently completed in-house or by one of our trusted vendors. PCG will produce a procurement statement of work for each subcontractor, clearly outlining the work to be done and the timetable for completion. We will assist with all procurement efforts to ensure that any potential contract work meets the project's scope, time and cost constraints.

3.2.10 Stakeholder Management

Throughout the project, PCG will maintain open lines of communication with all stakeholders, communicating relevant information to each stakeholder according to their level of interest. In addition to sending out requested information, PCG will proactively engage stakeholders during the project.

3.3 Quality Assurance Approach

This section defines PCG's QA approach for assuring that Vertiba fulfills its responsibilities as defined in the signed agreement. Project QA consists of two components:

- Process quality and
- Product quality.

The delivery of QA is done by an integrated quality program consisting of Define Quality, Measure Quality and Improve Quality. The figure below shows the relationship between these quality assurance activities:

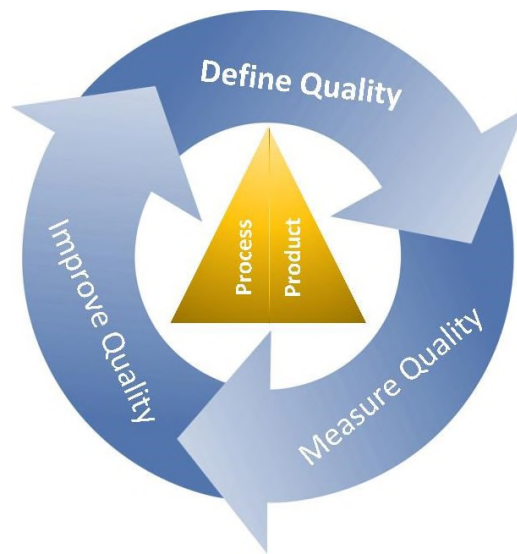


Figure 3: Quality Assurance Process

The foundation for the QA process is defined by identifying and documenting quality criteria consisting of standards and metrics based on compliance with recognized standards such as IEEE and PMBOK®, and, as appropriate, county-specific quality requirements. The establishment of quality criteria will set quality expectations for the LACPD CCMS Project processes and products. These criteria take the form of checklists that the PCG team will use to assess each process and artifact in the Project.

3.3.1 Process Quality

Process quality focuses on the processes used to create the project planning and system deliverables. Process quality ensures that the project's policies and procedures are being adhered to by the appropriate project team member. The goal of process quality is to enhance the predictability of process outcomes, in terms of quality product and resource utilization required to complete the process, including:

- Schedule and progress
- Resource and cost
- Process performance

These measures will be both qualitative and quantitative. The qualitative measures compare current project processes against best practices for software development. The PCG team will utilize checklists as part of the QA process. Checklists typically consist of a list of items required, items to be completed or accomplished or items to be considered. These checklist items are often expressed in the form of questions, for example:

- Does the project have a documented Communication Plan?
- Is the Communication Plan being followed by all project personnel?

Answers to these and similar questions allow the PCG team to provide an assessment of current project processes against best practices in order to form an opinion of the overall health of the project. PCG will document findings and provide recommendations to better align project processes to best practices.

Quantitative measures form the metric portion of the assessment. The quantitative measures on the checklist for process typically involve assessments of resource utilization:

- How much time has the plan allotted for a particular task?
- Is the time remaining sufficient to complete the task with a quality deliverable?
- How many outstanding issues or problems exist and how long is it taking to resolve them?

As in the qualitative assessment, the quantitative assessment helps the PCG team assess the probability of an on-time completion of a project process. Process metrics can be used to improve project execution and software development and maintenance.

3.3.2 Product Quality

Product Quality focuses on the project deliverables. Product Quality ensures the deliverables are of acceptable quality and that they are complete and correct in terms of:

- Conformance to requirements
- Technology effectiveness
- Customer satisfaction

Like Process Quality, Product Quality has both qualitative and quantitative portions. Some of the qualitative requirements relate to assessments of product adherence to standards, satisfaction of requirements and customer satisfaction. For example, just because the traceability matrix says a requirement is satisfied by a particular module or piece of code doesn't necessarily make it so.

Quantitative assessments describe the characteristics of the product such as size, complexity, design features, performance and quality level. Measuring quality ensures that the project and vendor's processes, products and procedures adhere to the contract terms and conditions, and standards such as IEEE standards, best practices and the PMI's PMBOK®. The PCG team will identify, collect, analyze and report on metrics throughout the project's life cycle. The selection of metrics and data items will

be tailored and evolve to focus on specific tasks and activities being conducted on the Project.

The use of metrics will help the PCG team reduce subjectivity in the assessment and control of project quality by providing a quantitative basis for identifying potential risks and issues to the project.

As in Process Quality, the PCG team will use Product Quality checklists to ensure standards are established and followed. This includes (but is not limited to) the following:

- Documentation standards
- Design and coding standards
- Testing standards and practices

3.3.3 Project Quality Review

The PCG team will review project reports and logs at intervals consistent with appropriately monitoring the health of the project. The inputs are the project documents produced by Vertiba and include:

- Vertiba's Project Work Plan (Statement of Work and Schedule)
- Project Status Reports
- Project managerial processes / cost control measures
- Project Issues Log
- Project Risk Log
- Project Change Requests Log

3.3.4 Degree of Independence

Even though the PCG team will be working closely with the system integrator, PCG will ensure its recommendations are in the best interest of the Public Defender's Office and the CCMS Project.

The PCG team formulates its own understanding of a problem and provides recommendations as appropriate for a resolution. The PCG team will work cooperatively and constructively with the Vertiba project team to ensure full understanding of a problem, discuss ideas for resolution, provide guidance to the project team and validate the implementation of a workable solution.

3.3.5 Schedule

The tasks defined in this QA Approach are meant to complement the Vertiba Project Management Plan, and will be aligned with the Project's Master Work Plan for each release. PCG will monitor changes to the Project's master schedule and make adjustments to PCG's QA activities and tasks as needed to support flexibility in the QA services provided.

3.3.6 QA Tasks

The PCG team performs QA tasks that are guided by this QA Approach and the Project Schedule. These QA activities may include, but are not limited to, the responsibilities and tasks listed below:

- Review and make recommendations for project management and organization; evaluate project progress, resources, budget, schedules, work flow and reporting.
- Monitor effectiveness of the measures taken after the QA review to improve process and quality of implementation deliverables.
- Track the project schedule to ensure timely completion of tasks by the LACPD Project Team and Vertiba.
- Review and make recommendations for project management planning documents.
- Review and make recommendations for project software development documents.
- Review and make recommendations for processes to ensure they are being documented, carried out and analyzed for improvement.
- Assess and recommend improvement as needed to assure continuous stakeholder buy-in, support, and commitment, and that open pathways of communication exist among all stakeholders.
- Assess and recommend improvement, as needed, to assure lines of communication between Vertiba's staff and LACPD Project management are in place and engaged.
- Assess and recommend improvement, as needed, to assure appropriate user training is planned and carried out.
- Verify that training and training materials for users are effective.
- Assess and recommend improvement, as needed, to assure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- Assess and recommend improvement, as needed, for change request management and defect tracking management.
- Develop checklists which allow assessment of the execution of project activities against contractual requirements and project completion against milestones set by the state.
- Participate in status meetings to review and comment upon progress against the project work plan.
- Analyze and (if appropriate) recommend modifications to Vertiba's Project Work Plan.
- Participate in requirements and design sessions.
- Review and provide comments on LACPD and Vertiba deliverables.
- Participate in issue resolution as required.
- Participate in Executive Committee Meetings as requested by LACPD.

- Provide Quality Assurance Reports.
- Monitor the outcome of change management activities by Vertiba.
- Review and provide comments to the LACPD Project Director on all formal deliverables.

PCG will align its project plan with those of the project's activities to maximize the effectiveness of PCG's team and to minimize any impact to the LACPD and Vertiba project teams.

3.3.7 Equipment/Tools

PCG uses the following documents and tools to support providing QA services:

- **QA Checklists** – The PCG team will utilize established checklists, based upon industry standards, best practices, project/contract requirements and internal standards as one of the tools to perform QA reviews.
- **Requirements Traceability** – To ensure requirements are fully understood and traceable, the PCG team will use relevant sources such as the Vertiba SOW, functional and technical requirements documents and applicable standards during analysis or evaluations.
- **Document Templates** – The PCG team has a library of successfully-used and well-tested project planning documents and will use those as appropriate to maximize our efficiency and leverage our lessons learned on previous, similar engagements.

4 PROPOSED APPROACH – ORGANIZATIONAL CHANGE MANAGEMENT

PCG, through its partner, Highlands Consulting Group, follows an approach to change management that focuses on achieving results through engagement, communication and collaboration. It begins with a focused effort up front to build rapport with key stakeholders, conduct readiness assessments and develop a customized OCM strategy (or “campaign”) and individual change management plans. This will be followed by ongoing support as determined by the results of Phase 1.

4.1 Phase 1 – Preparing for Change

In Phase 1 – Preparing for Change, during an estimated three months’ period, we will perform the following tasks, as described below.

Task 1 – Initial Project Meetings

During this first task, we will conduct the following activities:

- Clarify the scope, approach, timeline and success measures
- Confirm the project team and their roles/responsibilities
- Verify impacted stakeholders
- Gauge general awareness of the change, its objectives and any previous attempts
- Understand any interdependencies with other projects and resources
- Meet with the project’s sponsor to determine their understanding of a change sponsor’s role and required activities
- Discuss unique organizational risks including resources, culture, scope, history with change and other factors that may impact the success of the project

Task 2 – Deliver Two (2) Prosci Organizational Change Management Training Courses

Highlands Consulting Group is one of only five Prosci Authorized Training Providers (ATPs) in the nation. Highlands Consulting Group is headquartered on the West Coast and has a specialty for public sector IT initiatives. In order to assist the Public Defender’s Office to build internal competencies in change management, we propose the Prosci training as described below. In both training courses, participants contribute to numerous discussions, activities and break-out sessions throughout the day regarding the real-life changes associated with the new case management system. They analyze changes underway and their impact, assess organizational attributes, utilize ADKAR^{®1} assessment tools and develop action plans and next steps.

¹ See Task 3 below for an explanation of ADKAR.

Prosci Sponsor Briefing

The Prosci Sponsor Briefing gives executive and senior leaders the knowledge and ability to lead change and strategically position projects for success. Sponsor program topics include:

- Prosci ADKAR Model
- Change Management and Financial Performance
- Critical Components for Success
- Roles of Sponsors, Managers and Team Leaders in Change
- Sponsor Messages to Employees
- Equipping Managers to be Effective Change Leaders

This program is intended for executives and senior leaders who sponsor change. The course duration is four hours for up to 10 sponsors.

Prosci Manager Program

The one-day Prosci Change Management Program for Managers gives managers and supervisors the tools and skills necessary for assessing teams and creating action plans to lead them through change. Coaching program topics include:

- Understanding the Process of Leading Change
- Concepts of Change Management
- Best Practices Data
- Prosci ADKAR Model
- Leading Employees Through Change
- Responsibility Beyond Employees: Being a Liaison

This program is intended for managers and supervisors who are helping their employees transition through change. The course duration is 8 hours for up to 16 managers.

Task 3 – Conduct Initial Change Readiness Assessment

During this task, we will review the information gathered during Task 1 as well as other project artifacts, such as:

- Project charter and work plans
- Products and communications from executives and impacted business units
- Process documentation (current and desired state)
- Training materials and documentation
- User surveys and results, if available

We will use the research-proven Prosci Organizational Change Management ADKAR model to gauge individual change readiness. The ADKAR model describes the five elements that must be present for individuals to successfully accept and adopt a change:

- **Awareness** – Understanding the need for the change and the risks of not changing
- **Desire** – Determining the implications of the change (What’s in it For Me) and why individual resistance to the change might occur
- **Knowledge** – Learning the skills and behaviors that will be required for the change
- **Ability** – Demonstrating the skills and behaviors required for the change
- **Reinforcement** – Supporting the change to ensure that it is sustained

Using ADKAR tools, we will conduct individual interviews with the sponsor coalition, key project leaders and impacted staff. In conjunction with interviews, we will develop and administer a concise ADKAR assessment tool via a web-based survey tool such as SurveyMonkey. The following is a sample list of areas that will be examined during the assessment:

- Level of understanding of and support for the project
- Ability to communicate vision and need for change
- Barrier points to change based on the Prosci ADKAR model
- Knowledge of change management processes and principles

Use of the ADKAR model during this task, and throughout the project, will enable us to develop a proactive OCM strategy that facilitates communication between sponsors, managers/supervisors and staff.

Task 4 – Develop Organizational Change Management (OCM) Strategy

Next, we will develop a recommended Organizational Change Management Strategy that is customized based upon knowledge gained during Tasks 1 and 2. While we want to create excitement about the new system, we will balance our communications with expected challenges during each project phase. Resistance to change is common, but can be addressed with specific messages that are tailored to each user group.

Specific components of the OCM Strategy may include:

- Approaches for promoting continued alignment with senior management goals and project objectives
- Framing the business case for change, including realistic analysis of the positives and negatives of an open office environment
- Gap analysis of current state with desired state
- Overall organizational readiness for change

The OCM Strategy includes a framework related to:

- Developing a sponsorship and/or team model to support the achievement of the project’s objectives
- Participation by change recipients in the change process

- Providing employee training for leading change (e.g., analyzing stakeholders' needs, communicating vision, managing resistance, measuring performance and celebrating success)
- Identifying areas of anticipated resistance (e.g., by function, by location, other change initiatives) and developing tactics to address the resistance proactively
- Developing strategies for celebrating early successes and reinforcing the change
- Dedicating resources to supporting the change and estimating high-level target dates for change activities

Task 5 – Refine and Finalize OCM Strategy

During this task, we will present our findings and recommendations, solicit input from the team and incorporate that feedback into a final OCM Strategy document.

Task 6 – Identify Organizational Responsibilities

Before developing the individual OCM plans, we typically conduct two activities in preparation for managing the change:

- **Preparing the change management team** includes the identification of change management resources from the Public Defender's Office (who may be dedicated or part-time OCM resources), assessing team member competencies and providing change management and business education to fill the gaps.
- **Developing the sponsorship model** for the project is perhaps the most critical activity of all OCM activities as it defines the organizational leadership that is necessary to see the project through to a successful conclusion. The strength of the sponsorship coalition – those key executives who must actively and visibly support the project throughout the entire life of the project – is the number one predictor of project success.

Task 7 – Develop Individual OCM Plans

Once the change management team is prepared and the sponsorship model in place, we coordinate with the Public Defender's Office to develop and implement the following OCM plans:

- **Communications Plan** – The communications plan will focus on the messages that raise stakeholders' awareness of the business reasons for the change as well as the risks of maintaining the status quo and of project failure. *Best practice research indicates that the number one reason that projects fail is because stakeholders were unaware of the need for the change.* These awareness messages should come from top-level executives – and not from IT – directly to employees to demonstrate their support for the project. Also, since the project will utilize Agile methods, the Communication Plan must be a “living” document that is updated and adjusted for each upcoming software release.
- **Sponsor Roadmap** – The sponsor roadmap is intended to help the project's primary sponsor understand the strength of the sponsorship coalition and address any gaps in active and visible support for the project.

- **Coaching Plan** – While employees want to hear about the business reasons for the change from top level executives, they want to hear about direct impacts to their job from their immediate supervisors. A coaching plan is intended to help managers and supervisors throughout the affected organizations to first understand how the change impacts them and the employees they manage, and then lead their employees through the change themselves. Because their role is so critical, the coaching plan guides managers and supervisors on how to be effective in their various roles.
- **Resistance Management Plan** – Based upon prior tasks, we identify anticipated areas of resistance. The resistance management plan documents special tactics to mitigate the impact of those anticipated areas of resistance on end-user adoption and usage of the new case management solution. With each release, the OCM team conducts end user surveys to gauge the readiness of different groups of stakeholders to implement and adopt the change. Based on the results of these formal surveys as well as informal feedback received from managers or directly from employees (e.g., through a project email mailbox or social media forum), the OCM team incorporates specific resistance management strategies back into the communications plan, messages for coaches or as items that should be addressed through the sponsor coalition using formal communication mechanisms.

4.2 Phase 2 – Reinforcing Change

Throughout Phase 1, development of OCM Strategy and Individual OCM Plans, we will identify key individuals within the Public Defender’s Office who are best suited to manage and implement change throughout the remainder of the system implementation. These “change agents” will be critical to the success of the overall effort, and will benefit from mentoring, coaching and leadership development, both on a regular and ad hoc basis.

During Phase 2, Reinforcing Change, we will coordinate with PD’s change agents to help execute the OCM plans, and continue to identify and facilitate the resolution of risks and issues. We will mentor and coach the individual change agents and/or the change team, both onsite and remotely. Since the system integrator will be following an Agile approach, we will propose regular mentoring sessions that align with key milestones in the project schedule (e.g., before and after release dates). Our mentoring sessions will collect feedback, listen for areas of resistance and share lessons learned from other Agile system projects, Prosci tools and techniques and best practices regarding communications, training and resistance management.

We will also be flexible to provide ad hoc coaching to leaders in any of the 39 offices who may require specific advice regarding their team’s adoption of the new system. We will remain in close contact with project leadership and communicate any issues or risks that might arise during our mentoring sessions. Our pricing estimate assumes approximately 24 months of support.

5 TIMELINE

It is anticipated Phase III will span 36 months.

6 PCG'S PROJECT MANAGEMENT METHODOLOGY

Effective project management is more than building a schedule, assigning tasks and monitoring progress. Project management requires looking at a challenge, understanding the goal, assessing the resources available, plotting a course and keeping things on track until completion. Project management is about finding solutions within given constraints and focusing on adding value to the organization by maximizing return on investment. To this end, PCG has developed its Project Management Methodology (PMM), *ManageIT™*, that is not only used for delivering high quality project management services but is also the foundation used in our Independent Verification and Validation (IV&V) methodology for verifying and validating project management methodology, processes and tools. *ManageIT™*:

- Draws upon formal processes and standards established by industry leaders such as the Project Management Institute (PMI) and the Institute of Electrical and Electronics Engineers (IEEE)
- Supports the life cycle definition and processes and tools for all ten PMI knowledge areas that support comprehensive project management
- Is customized based on our hands-on project delivery experience and expertise
- Acknowledges that each project is unique
- Assures the flexibility to respond to specific needs and challenges
- Emphasizes guiding principles, clear objectives and industry standards, and best practices

6.1 *ManageIT™* Framework

ManageIT™ employs a structured and repeatable process that is broken into five industry-standard process groups that interact and overlap iteratively over the life of the project as shown in the following figure.



Figure 4: *ManageIT™* Framework

- **Project Initiation** – Begins at project conceptualization and focuses on building the foundation of the project. A high-level schedule is created and processes for monitoring progress and resolving issues are established.
- **Planning** – Centers on formalizing the project plan, budget and schedule. The project manager finalizes all project requirements and workload and cost estimates, defines risks and contingencies, acquires capital and human resources, establishes communication protocols, verifies deliverable expectations and implements management tools, including a Project Management Plan (PMP). Note: this is the document the County refers to as the Project Control Document (PCD).
- **Executing** – Occurs throughout the life of the project, beginning with the allocation of human resources and assignment of work tasks. The project manager directs project activities and administers project policy in accordance with the Master Project Plan. Execution is an iterative process that often requires re-planning to accommodate unforeseen changes in priority or scope.
- **Monitoring and Controlling** – Occurs throughout the life of the project. The focus is on tracking progress against the plan, and controlling scope, schedule, budget and human resource needs. The project manager works with the project sponsors/executives to forecast project needs and execute corrective actions to overcome project challenges.
- **Project Closeout** – Formalizes acceptance of the project with the project sponsors/executives. The project manager documents lessons learned and completes transition activities, and the LACPD Project Team will formally accept all documentation and transition to operations support.

This process serves as the framework by which our project managers fulfill their responsibilities related to project integration, scope, time, cost, quality, human resources, communication, risk and procurement management.

Our project management approach is based upon industry standards and best practices, and refined throughout the development and execution of many similar projects. Our approach is composed of two primary tenets. These are:

- Guiding Principles
- Clear Objectives

Both of these are discussed in the following subsections.

6.1.1 Guiding Principles

PCG will continue to work closely with the Public Defender's Project Director and the Public Defender's Office to develop a collaborative relationship emphasizing objectivity, balance and support. The PCG team will provide direction, daily management and proactive communication to help ensure the success of the project, and will develop high quality deliverables in a timely and efficient manner.

PCG project principles include:

- Protect the stakeholders' interests
- Engage early and often
- Plan activities and resource requirements and commitments carefully
- Take a practical approach
- Follow through to resolution
- Be consistent
- Foster project management maturity
- Be critical and objective
- Leverage industry standards and best practices and
- Foster excellent relations while minimizing disruption to project personnel

6.1.2 Clear Objectives

PCG has four basic project management objectives that we believe are the foundation of any sound project management methodology. Without them in place, control methods, procedures and other project management best practices will not be effective.

Our specific objectives are:

- **High-Quality Work** – Deliver high quality end products that address business objectives and meet end user requirements
- **On-time Delivery** – Complete deliverables on schedule and within the budget
- **Effective Communication** – Provide timely and accurate communication to project participants and stakeholders throughout the entire project

- **Proactive Management** – Identify potential problems before they develop and initiate appropriate corrective action

At the beginning of the project, the PCG team will work with the Public Defender's Project Director, Vertiba and other stakeholders as appropriate to establish a set of critical success factors the project must address. Business objectives of the project should be identified and kept out in front. The PCG team will keep a close eye on the project's management, technical and process activities and challenges in order to provide a clear and accurate status of the project's progress.

6.2 Project Management Tools

PCG proposes using the following software tools in managing project activities and producing deliverables:

- Microsoft Office Suite: MS Office will be used to develop contract deliverables. If necessary, PCG can save documents to earlier MS Office versions.
- Microsoft Project: For any tasks maintained outside of Vertiba's Project Force tool, MS Project will be used to develop and maintain the Project Schedule.

7 STAFF QUALIFICATIONS AND EXPERIENCE

7.1 Proposed Engagement Team

Many ingredients contribute to the success of a project: realistic objectives, careful planning, effective project management, stakeholder commitment, and skilled and dedicated staff are just a few. Perhaps the one overarching component is experience – having the appropriately-skilled staff, with relevant project experience. It is critical to our customer and project success that we provide a talented project team, built on experience.

PCG consultants are senior-level professionals who have many years of experience and have held high profile government and private sector positions. These consultants draw from personal experience to develop and implement solutions for the challenges government faces. The PCG difference is the depth and breadth of knowledgeable and experienced consultants available.

PCG matches skills and personnel to client requirements to ensure our projects are positioned for success from the start. This approach allows us to offer high quality and responsive services to our clients.

Figure 5: The PCG Philosophy is a representation of this philosophy. Three building blocks form the platform upon which customer satisfaction is built and from which successful projects are launched. They allow us to accomplish our mission: To establish lasting relationships with our clients by supporting their success and exceeding their expectations. PCG brings the following to the Public Defender's Office:



- We supply the **HIGHEST QUALITY** personnel and solutions
- We use people with the **RIGHT EXPERIENCE**
- We offer the **BEST VALUE** IT consulting services

Figure 5: The PCG Philosophy

- **Experts in Information Technology Consulting** – PCG has provided project management and IT support services for some of the largest and most complicated design, development and integration projects in the nation. Experience has been gained through projects for the courts, public safety, general government, health and human services, schools, community services and legislative bodies. PCG has developed a proven approach based on industry standards including the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®).
- **Highly Experienced Senior Level Team** – PCG maintains highly seasoned senior level consultants, many with over 20 years of knowledge, skills and experience in the IT profession. This includes previous state and local government CIOs and other senior positions. Engagements have included strategic planning, project management, procurements, quality assurance, risk management, organizational and project planning, and coaching and mentoring, as well as successful implementation of complex, multi-stakeholder, highly sensitive and time-critical design, development and implementation IT solutions.

- **Long-term relationships** – Helping clients define their long-term mission, goals and objectives is crucial to PCG in the successful project delivery. Once that future vision is established, PCG continues to work in partnership with each client to develop, implement and monitor the plan to achieve the end goal.

7.2 The PCG Team

PCG Team members have been carefully selected for this engagement, bringing the right set of skills and experience to meet the LACPD's needs. Our proposed team brings extensive experience and a deep understanding of the CCMS project as well as expertise in the Prosci® OCM methodology.

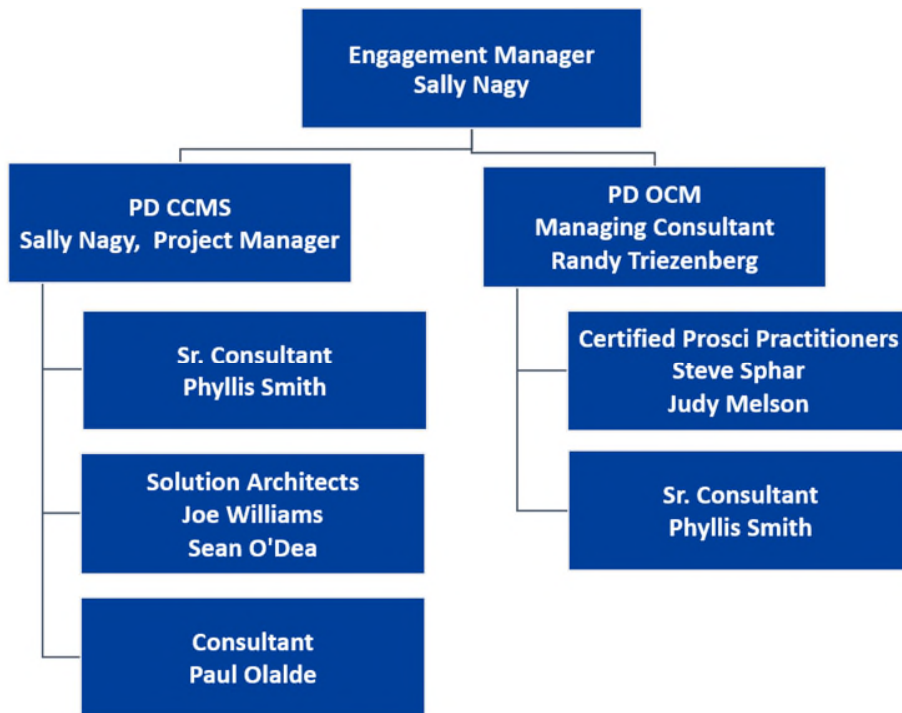
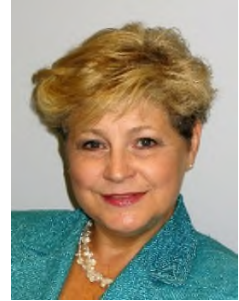


Figure 6: Project Team

As indicated below, PCG is proposing a senior team to help the Department prepare for change.

Sally Nagy, Project Manager

A Director with PCG, Ms. Nagy has a strong background in both public and private sector executive management. Her experience includes information technology governance, organizational change management, business and technology strategic planning, information technology tactical planning, procurement and contract negotiations, workforce development, organizational and program reviews, quality assurance and enterprise technical architecture. As Chief Information Officer/IT Director of both public and private sector organizations, Ms. Nagy has directed all aspects of information technology including application development, project management, voice and data communications, operations, system architecture, Geographic Information Systems (GIS) and technical support. Ms. Nagy is a certified Project Management Professional and Professional Scrum Master.



Ms. Nagy will work with the LACPD's Project Director to ensure the project team follows accepted project management standards and practices as needed to achieve the CCMS project goals and objectives. Ms. Nagy will communicate with designated Department individuals to ensure key project issues are addressed in a timely fashion. She will also perform a quality assurance review of each deliverable, thereby ensuring that PCG fulfills the project scope in alignment with the LACPD's expectations.

Phyllis Smith, Sr. Consultant

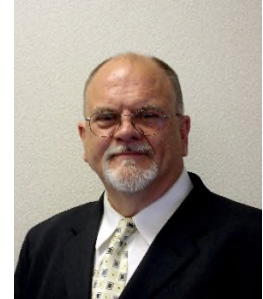
Ms. Smith is a senior management consultant who has worked in local and state public sector institutions as an executive manager and a consultant for over 30 years in the United States and internationally. Her primary focus has been in criminal justice organizations such as trial courts, public defender offices and law enforcement operations. She is a recognized expert in reviewing and improving operations, reorganizing work processes for efficiency and effectiveness, improving public services, developing user requirements for automation systems, developing budget strategies, creating staffing plans and implementing projects of all sizes. She has been part of PCG's CCMS Team since 2014 and was instrumental in documenting requirements for the new system. She is a certified Professional Scrum Master.



Ms. Smith will work with the Public Defender and Vertiba to implement the CCMS and will assist with quality assurance activities.

Joe Williams, Solution Architect

Mr. Williams is a senior level Enterprise/Technical Architect with more than 35 years of experience in all aspects of system development lifecycle, with particular focus on the design and implementation of very large, highly scalable, flexible and fault-tolerant systems. Mr. Williams is adept at quickly identifying significant system weaknesses impacting business goals. He has a strong understanding of major information technology disciplines, including service-oriented architecture, data management, data warehouse design, data conversion, business process reengineering, security, IT service management and governance. His solid background in application development on various platforms and technologies enables him to provide technical recommendations to clients based on first-hand experience. Mr. Williams is a strong advocate for model-driven architecture and Unified Modeling Language for system description, data modeling and business process modeling. He is an excellent communicator with experience presenting to all organizational levels. He is familiar with major architecture frameworks such as TOGAF®, Zachman®, and 4+1 View of Architecture.



Mr. Williams will provide implementation support and perform QA tasks. Mr. Williams is a Certified Eclipse IV&V™ Professional.

Sean O'Dea, Solution Architect

Mr. O'Dea, a Sr. Technical Analyst, has over 23 years of information technology experience and is a Certified Information System Security Professional (CISSP). His experience focuses on assessments using industry security control standards including the NIST 800 series and the ISO 27000 series. He also has extensive background providing detailed technical reviews of system infrastructure design, disaster recovery plans, and maintenance and operations procedures of large, complex systems. Additionally, he has experience with the entire software development life cycle, including system analysis and design, development, software testing, documentation and support of high-transactional system software. Mr. O'Dea is a proven technologist who provides expert security and technical expertise to any team. He possesses broad and deep expertise in areas such as designing or evaluating local network infrastructures, network and equipment needs, system maintenance and operations, system architecture design, and development, system and application security.



Mr. O'Dea, who was a member of the Readiness Assessment Team, will provide Implementation Support and perform QA tasks. His focus will be on applications, integration, networking, security and mobility.

Randy Triezenberg, PMP, Managing Consultant and Certified Prosci® Instructor

Mr. Triezenberg, a Managing Consultant with Highlands Consulting Group, has 19 years of public sector consulting experience primarily providing organizational change management for large-scale system implementations. He offers change strategy development, stakeholder analysis, Prosci® training, business process improvement, coaching and implementation support. Recently, Randy provided OCM strategy, planning and support for a new county-based child welfare case management system, utilizing the Agile methodology.

Randy is a Certified Advanced Instructor of the Prosci® Change Management Methodology, certified Project Management Professional (PMP), and possesses a Master in Public Policy (MPP) from the Kennedy School of Government at Harvard University.



Judy Melson, PMP, Senior Consultant / Certified Prosci® Practitioner

Ms. Melson is a Senior Consultant and Certified Prosci® Practitioner with more than nine years of program management and organizational change management experience for public sector organizations. Her experience includes planning complex technology solutions for public sector agencies, with a focus on stakeholder engagement, business process reengineering and stakeholder communications.

Ms. Melson earned her Master in Business Administration from the University of California at Davis, Graduate School of Management. She is a certified Project Management Professional (PMP) and is fluent in Spanish.



Steve Sphar, JD, Advisor / Certified Prosci® Practitioner

Mr. Sphar is a Certified Prosci® Practitioner, leadership coach and organization development consultant with over 25 years of experience helping public sector leaders create sustained, positive change. His recent change management clients have included the State Bar of California.

Mr. Sphar has a bachelor's degree in Educational Psychology from Miami University, Oxford, Ohio, and a law degree from the University of California, Hastings College of the Law. He is also an Associate Certified Coach from the International Coach Federation and Board Certified Coach from the Center for Credentialing and Education.



Paul Olalde, Consultant

Mr. Olalde is a certified Professional Scrum Master and a Certified Eclipse IV&V™ Associate. His professional experience includes Independent Validation and Verification (IV&V) analysis using hybrid Agile methodologies. This includes continuous monitoring of development team activities and writing and editing sections of monthly project status reports. He also has experience in database management, strategic and organizational planning, contract assembly, human resource system development and cross-discipline collaboration.



Mr. Olalde will provide project management support as well as assist with QA reviews.

8 ESTIMATED COST

The total estimated cost for all services is \$1,918,265. The Technical Project Management cost is an estimated cost based on the estimated number of hours to be worked. The OCM costs are deliverables based. Details are below.

8.1 Technical Project Management Cost and Assumptions

PCG estimates that PCG consultants will average 44 hours per week for 36 months on the CCMS project. During project start-up, this will be heavier as consultants review CCMS vendor project plans and schedules and participate during the initial development of the stories (requirements), lower during development and higher during data conversion and testing.

Using the estimated hours and cost outlined below, this equates to \$1,299,875. The Public Defender will only be billed for actual hours worked.

Table 2: Technical Project Management Estimated Cost

Task	Est. Hours	Estimated Cost
Project Initiation	192	\$41,300
Technical Project Management	2,400	\$516,000
Implementation Support	3,120	\$589,250
Testing and Quality Assurance	720	\$108,000
Concept of Operations	200	\$37,775
Project Close-out	40	\$7,550
Total Hours	6,672	
Total Cost		\$1,299,875

The table below provides an estimate of when various tasks most likely will occur by year and the estimated number of hours by staff role per year. This will be driven to a great extent by the project flow as defined and executed by Vertiba. The Concept of Operations is shown in Year 2, though it may commence toward the end of Year 1.

Table 3: Estimated Technical Project Management Cost by Year

Tasks	Staff Role	Est. Hours	Est. Cost
Year 1 includes: <ul style="list-style-type: none"> Project Initiation Technical Project Management Implementation Support Testing & Quality Management 	Project Manager (22 hrs./wk.; 48 wks.) Sr. Consultant (25 hrs./wk.; 48 wks.) Solution Architect (2 hrs./wk.; 48 wks.) Consultant (5 hrs./wk.; 48 wks.) Total Estimated Hours:	1,056 1,200 96 240 2,592	 \$507,360
Year 2 includes: <ul style="list-style-type: none"> Technical Project Management Implementation Support Testing & Quality Management Concept of Operations 	Project Manager (22 hrs./wk.; 48 wks.) Sr. Consultant (25 hrs./wk.; 48 wks.) Solution Architect (2 hrs./wk.; 48 wks.) Consultant (5 hrs./wk.; 48 wks.) Total Estimated Hours:	1,056 1,200 96 240 2,592	 \$507,360
Year 3 includes: <ul style="list-style-type: none"> Technical Project Management Implementation Support Testing & Quality Management Project Close-out 	Project Manager (10 hrs./wk.; 48 wks.) Sr. Consultant (16 hrs./wk.; 48 wks.) Consultant (5 hrs./wk.; 48 wks.) Total Estimated Hours:	480 768 240 1,488	 \$285,155
Total Cost			\$1,299,875

Technical Project Management Cost Assumptions

The cost is all-inclusive and is based upon the following assumptions:

- This estimate is based upon actual hours incurred. It is not deliverables-based.
- The number of consulting hours provided assumes availability and collaboration with key Public Defender Office staff.

In the event of unforeseen circumstances, PCG reserves the right to substitute consultant staff with equivalent skills and experience, upon client notification and approval.

8.2 Organizational Change Management Cost and Assumptions

The total cost for these services is \$618,390. The detailed breakdown is shown below.

Table 4: OCM Services and Cost*

OCM Services	Blended Hourly Rate	Hours	Cost
Phase 1 – Preparing for Change (approx. 3 months)			
Prosci Training: 1 Sponsor Course and 1 Manager Course	<i>See below for details</i>		\$29,830
OCM Strategy/Plans	\$220	602	\$132,440
Phase 1 Subtotal			\$162,270
Phase 2 – Reinforcing Change (approx. 24 months)			
Mentoring/Coaching	\$210	2,172	\$456,120
Phase 2 Subtotal			\$456,120
Grand Total for Phases 1 and 2			\$618,390

Table 5: OCM Training Cost Breakdown

Supporting Detail for Prosci Training Courses (Phase 1)	Estimated Number of Students	Cost
Prosci® Sponsor Briefing (half-day)	10	\$12,443
Minimum/maximum: 4 – 10 students		
Executive Sponsors and Directors		
Steering Committee		
Prosci® Managers Course (one-day)	16	\$17,387
Minimum/maximum: 10 – 16 students		
PMO Members		
Office Liaisons		
All Prosci® Training Materials		<i>included</i>
Total for Phase 1 Prosci Training		\$29,830

OCM Cost Assumptions

The cost is all inclusive and is based upon the following assumptions:

- The number of consulting hours provided assumes availability and collaboration with key Public Defender's Office staff including the Project Sponsor and Change Management and Communications teams.
- In the event of unforeseen circumstances, PCG reserves the right to substitute consultant staff with equivalent skills and experience, upon client notification and approval.
- Specific training dates are subject to trainers' availability and must be confirmed at least 45 days before the class.
- Student cancellations require 30 days' notice for a refund. Substitutions may be made before the course.
- Training courses will be billed when completed.
- The County is responsible for providing training facilities and any refreshments.
- The above fees and rates include travel costs, based upon a fixed number of trips as indicated below:
 - Preparing for change – 4 trips
 - Training – 1 trip
 - Ongoing support – 24 trips
- We anticipate that the initial project activities will be conducted in Los Angeles County (e.g., sponsor meetings, kickoff and interviews). Many subsequent tasks may be accomplished using video-conferencing and/or teleconferencing.

9 ABOUT PUBLIC CONSULTING GROUP

Public Consulting Group, Inc. is a financially sound, \$300 million privately-held consulting firm that primarily serves public sector education, health, human services, and other state, county, and municipal government clients. Established in 1986 with headquarters in Boston, Massachusetts, PCG has extensive experience in all 50 states, clients in five Canadian provinces, and a growing practice in the European Union. Our Sacramento office is home to approximately 100 consultants and staff.

PCG continuously updates its knowledge of industry best practices and maximizes partnerships and investments to deliver the leading consulting approaches to the marketplace. PCG utilizes best practices to implement proven solutions and at the same time, maximize our partnerships and investments to explore new and progressive approaches and technologies.

The team we have assembled brings decades of experience in state and local government. PCG believes that the collective experience of its management staff is the key to its capabilities and ultimate achievements. Many of PCG's consultants have held management, technical, administrative and other positions within federal, state and local governments and draw from both standards and personal know-how to develop and implement solutions to today's challenges.

Because PCG has dedicated itself almost exclusively to the public sector for 30 years, the firm has developed a deep understanding of the legal and regulatory requirements and fiscal constraints that often dictate a public agency's ability to meet the needs of the populations it serves. We have helped numerous public sector organizations maximize resources, make better management decisions using performance measurement techniques, improve business processes, and improve federal and state compliance and improve client outcomes.

Technical Project Management

PCG has an established and refined project management methodology that includes:

- Developing and managing project plans and budgets
- Managing resources required to execute project plan and complete its tasks and deliverables
- Reviewing and tracking completion of defined tasks and deliverables
- Developing and implementing quality assurance and risk management plans for IT projects
- Managing and tracking resolution of project issues and risks.

PCG has more than 40 certified project management professionals on our staff. We have managed projects as large as \$450 million. Our project managers utilize IT Project Management Methodology, including Work Breakdown Structures and GANTT techniques to develop and manage project plans using Microsoft Project. The project managers develop and implement project governance, quality assurance and risk management plans.

PCG has a long history of providing project management services to government agencies. Early initiatives included establishing enterprise project management processes for the California Department of Justice (DOJ), and training and mentoring the DOJ project managers in these processes. The preeminent position of PCG in providing Project Management services and project oversight led to the California Department of Finance selecting PCG to develop the

statewide Information Technology Project Oversight Framework (ITPOF). This framework established statewide minimum requirements for State departments and agencies in IT project management and oversight. The ITPOF was developed in 2003 and is still in use today.

To highlight PCG's commitment to project management excellence, a number of PCG's recent and more complex Project Management engagements are described below:

- PCG provided procurement support and technical project management (TPM) on the Parole Leads Modernization project at the California Department of Corrections and Rehabilitation (CDCR). This system replaced the existing Leads database that CDCR utilized to share parolee information with local law enforcement agencies. The PCG TPM was responsible for the management of this \$6+ million systems modernization and integration project, which include a data conversion from the existing database and significant data cleansing as the new functionality highlighted many data anomalies. PCG also provided Project Management services on the \$450M CDCR Strategic Offender Management System (SOMS).
- PCG contracted with the WyCAN Consortia, which includes Wyoming, Colorado and Arizona, to provide a range of Project Management Services for the implementation of a modern, web-based unemployment insurance system. Our services included the establishment and operation of a Project Management Office (PMO) overseeing the constituent State-run PMOs. The PCG team worked with the WyCAN and vendor teams to establish and refine the project management processes for the project and is coordinating with the State Project Managers to plan and manage the project overall, and take actions where necessary to mitigate risk, track performance and provide advice. On a day-to-day basis, our work includes status reporting to the Consortium Steering Committee and Executive Committee, various governance boards and sub-teams in order to broker a common understanding of the state of the project and implement coordinated actions. PCG has helped the project team to assess and implement continuous process improvement best-practices in order to quantitatively control process execution and increase repeatability of the processes used on the project. This work includes the full scope of large-scale system integration processes ranging from project planning and management, Software Development Lifecycle (SDLC) processes, Verification and Validation (including testing) and supporting processes.
- PCG established enterprise project management processes and tools for the Los Angeles Unified School District (LAUSD) Information Systems Division. LAUSD is the second largest school district in the country and identified a need to standardize their project management practices on the wide variety of projects they have underway and planned. PCG established, deployed and trained/mentored the LAUSD project managers on tailored best-practice project management processes in all project disciplines to establish a world-class enterprise project management office.

10 ABOUT HIGHLANDS CONSULTING

Highlands Consulting was founded in 2002 to provide responsive and insightful management consulting services, with a focus on people and process change brought on by large IT initiatives. We have conducted hundreds of change management projects for large and complex government agencies, all with positive client references. At the same time, we have retained a flat organizational structure to eliminate unnecessary organizational layers and administrative costs often present in large consulting firms.

Since our inception 15 years ago, we have provided organizational change management (OCM) consulting services, including change readiness assessment, change management strategy and plan development, coaching for change agents, communication planning, resistance management facilitation, training program development and performance measurement.

OCM Leadership in Government

As structured OCM methodologies such as Kotter, Rimer, and Prosci® began to emerge in the government arena, Highlands Consulting selected Prosci® to best meet the needs of our clients. We were an early adopter ten years ago, applying the Prosci ADKAR® model to support implementation of the largest pension administration system in the nation. Since then, Prosci has become the de facto standard for many other California public sector technology initiatives.



In 2010, Highlands Consulting was selected by Prosci to be part of their Global Affiliate Network (GAN) as a Prosci Authorized Training Provider (ATP). We are one of only five ATPs in the U.S., and the only one focused on public sector change initiatives.

All of our OCM consultants are certified in the Prosci ADKAR change management methodology and average ten years of consulting experience. Most are formerly with the "Big 4" and global consultancies. Several of our consultants are also Certified Prosci Instructors who have completed advanced coursework and passed multiple exams and audits. These Instructors offer a unique combination of formal training competencies and public sector organizational change management consulting experience, and also possess master's degrees in Public Administration from distinguished universities. They are members of the Association for Change Management Professionals (ACMP) and stay current on emerging OCM research and practical applications.

With our national ATP designation, combined with senior-level public sector consultants, we have helped our clients both plan *and* implement the Prosci approach to change management, resulting in faster adoption, higher return on investment and improved customer service.

10.1 Summary of Relevant Experience

The following table summarizes many of the public-sector agencies who have engaged Highlands Consulting to provide OCM consulting and/or Prosci training services in support of system implementations.

Table 6: Highlands Consulting – Summary of OCM Clients and Projects

Client	Type of System	OCM Consulting	OCM Training
California Department of Social Services	County-based child welfare case management system*	✓	✓
State Bar of California	Case management system*	✓	
California Health Benefit Exchange/Covered California	County-based health enrollment and case management system	✓	
California Department of Health Care Services	State / County health enrollment interface development	✓	✓
California Department of Social Services	County-based expense reporting system*	✓	
California Public Employees' Retirement System	Pension administration case management system	✓	✓
California Office of Statewide Health Planning and Development	Facilities construction and inspection management system*	✓	
California Department of Finance	Financial and accounting system*	✓	✓
California Department of Technology	Statewide PMO initiative		✓

*Either a commercial off-the-shelf (COTS) package or SaaS.

10.2 Case Studies: Prosci in Practice

Child Welfare Case Management System

Over the past three years, Highlands Consulting has provided OCM services to support the county-based Child Welfare Digital Services (CWDS) initiative. We were engaged early during the planning phase to develop the OCM strategy, stakeholder management plan and supporting OCM plans. We led a communications campaign that has involved message development, timing and numerous mechanisms, including social media. Highlands Consulting also provided Prosci training, including the Sponsor Briefing, Manager Course and 3-day Prosci Certification Training Program. Through our efforts, Highlands Consulting has helped our client evolve its application of the Prosci ADKAR methodology on a statewide project involving all 58 counties, the County Welfare Directors Association, Department of Social Services and other stakeholders.

County Health Care Case Management System

Highlands Consulting was engaged to provide OCM services to support implementation of the California Health Eligibility, Enrollment, and Reporting System (CalHEERS). Focused on County offices across the State, our team's responsibilities included: County user communications and meeting management, To-Be process mapping, identification of critical change impacts (including the interfaces with existing County systems), readiness planning and tracking, development of user job aids and tools, coaching leaders on managing the change and implementation support at initial launch. All of our efforts were based upon the Prosci ADKAR methodology.

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR
FY 2017-18
4 - VOTES

SOURCES		USES	
GENERAL FUND		PUBLIC DEFENDER	
A01-3052		A01-PD-2000-15200	
COMMITTED FOR IT ENHANCEMENTS		SERVICES & SUPPLIES	
DECREASE OBLIGATED FUND BALANCE	3,507,000	INCREASE APPROPRIATION	3,507,000

SOURCES TOTAL \$ **3,507,000**

USES TOTAL \$ **3,507,000**

JUSTIFICATION

Reflects request for one-time funding and appropriation to begin Year 1 implementation of the Integrated Client Case Management System with approved vendors.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

René C. Phillips
AUTHORIZED SIGNATURE RENE PHILLIPS, MANAGER, CEO

27 OCT 10 2017
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

- ACTION
- RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY *Lanlan*

CHIEF EXECUTIVE OFFICER

Matthew McElroy
BY

B.A. NO. 044

DATE Oct. 2, 2017

DATE Oct. 2, 2017

MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL

October 11, 2016

Juvenile Indigent Defense System Reforms

Los Angeles has a larger delinquency system than any other California county and is larger than many states. The County of Los Angeles (County) has an obligation to ensure that indigent juveniles are provided with quality, competent and effective attorneys.

On February 11, 2014, the Board of Supervisors (Board) directed the Chief Executive Officer (CEO) to retain an independent neutral consultant to perform a comprehensive review of the County's juvenile indigent defense structure, and to provide recommendations for system improvements. The Chief Justice Earl Warren Institute on Law and Social Policy at UC Berkeley School of Law was chosen to perform the analysis.

The report looked at the County's juvenile indigent defense system, as it exists now and identified the strengths and weaknesses of that system based on data, stakeholder input, national and local standards, and comparisons with other California counties.

Key findings from the report were: the current structure lacked appropriate oversight; a payment structure was established that incentivizes rapid resolution of as many cases as possible; and given the lack of administrative oversight the County was unable to identify and respond to critical issues such as ineffective assistance of counsel, unmanageable

- MORE -

MOTION

RIDLEY-THOMAS _____

KUEHL _____

KNABE _____

ANTONOVICH _____

SOLIS _____

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL
OCTOBER 11, 2016
PAGE 2**

caseloads, and billing and contract irregularities. The County's juvenile indigent defense system was established more than twenty years ago and the basic structure remains unchanged today despite substantial changes over the years to the juvenile justice system.

The report also indicated that unlike adult defense, juvenile defense attorneys, fulfill a dual role: they must defend their clients against the allegations and must advocate for their clients' broader care, treatment, and guidance both before and after disposition of the criminal charges. This expanded scope includes the thorough mental health, substance abuse, educational and developmental evaluations and services and treatment as deemed necessary. Such representation is not only both ethically and legally required but it is smart, as research shows that youth receiving more comprehensive wraparound representation have better outcomes in areas including emotional and behavioral health, family functioning, education, delinquency, and police contact.

On April 5, 2016, the Board directed the CEO, in coordination with an outside consultant retained by County Counsel, to evaluate various options designed to further improve the indigent defense system in the County. The options considered would determine who should represent juveniles when the Public Defender has a conflict or is unavailable and how the County should select, manage, train, compensate and oversee conflict panel attorneys. Several options were considered and assessed and ultimately, it was determined that major reforms to the County's juvenile indigent defense system are not only warranted but long overdue.

WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Approve the establishment of a new County Juvenile Indigent Defense structure, effective November 1, 2016, whereby all legal defense services for indigent juveniles who would be entitled to representation by the Public Defender but because of a conflict of interest or other lawful unavailability are unable to be represented by the Public Defender, shall be represented by the Alternate Public Defender. Further, the County shall enter into an agreement with the Los Angeles County Bar Association to provide administration, oversight and court appointed attorneys for the representation of indigent juvenile defendants in the Los Angeles Superior Courts when the Public Defender and the Alternate Public Defender are both lawfully unavailable or have a conflict of interest;
2. Direct County Counsel to draft an ordinance within 30 days expanding the services of the Alternate Public Defender to include juvenile defense, if necessary;
3. Direct the Chief Executive Officer to execute an amendment to the existing contract with the Los Angeles County Bar Association to assume responsibility for the third level conflict of juvenile cases effective November 1, 2016; and to execute any and all necessary agreements with the Los Angeles County Bar Association to implement a new countywide juvenile indigent defense program no later than January 31, 2017;

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL
OCTOBER 11, 2016
PAGE 4**

4. Direct Public Defender and Alternate Public Defender to implement a new integrated case management system on a common case platform for the juvenile indigent defense population, within 18 months of Board approval of the selected vendor;
5. Direct the Chief Executive Officer to report back in two weeks with options for a non-justice related, neutral business entity with technical expertise to monitor the governance of this integrated case management system to ensure that the County employs best practice strategies. This report back should include the process of how this entity shall be selected, retained, and if necessary, funded; and
6. Execute an agreement with the existing juvenile panel attorneys if necessary, to continue to provide all requisite legal services for juvenile cases assigned to them prior to November 1, 2016.

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(WP)

**CLIENT CASE MANAGEMENT SYSTEM
EXCEPTIONS / DEVIATIONS FROM
COUNTY'S STANDARD TERMS AND CONDITIONS**

ATTACHMENT VII

NO.	PROVISION	EXCEPTION / DEVIATION
1.	Limitation of Liability	<p>1. Provision was added to limit each party's liability under the Agreement to \$15 million during the system implementation phase and the first year of maintenance and support by Vertiba, and \$4 million during the remainder of the term, except for (i) Vertiba's intellectual property infringement obligations, (ii) bodily injury, death or damage to tangible property, (iii) breach by Vertiba of its confidentiality and security obligations, and (iv) Vertiba's gross negligence, fraud, willful or intentional misconduct or violation of applicable law are all subject to unlimited liability ("excluded events").</p> <p>2. The Agreement also provides that neither party will be liable for indirect, incidental, special, exemplary, punitive or consequential damages and damages for lost profits or revenues, except for those resulting from the "excluded events", which are capped at \$15 million during the solution implementation phase and the first year of maintenance and support by Vertiba, and \$4 million during the remainder of the term. The cap on liability above for breach by Vertiba of its confidentiality and security obligations will be increased up to the amount of the Cyber Insurance coverage payable by the insurance carrier for liability suffered by County as a result of such breach (up to the coverage limit of \$25 million).</p>
2.	Cost of Cover	In the event of Agreement termination due to failed system implementation or insolvency of Vertiba, instead of reimbursing the County for all system implementation costs, County will be paid a fixed amount of \$72,000 as cost of cover. The Agreement, however, does contain a provision that the identified remedies under the Agreement are not exclusive, but cumulative with all other remedies in law or in equity.
3.	Liquidated Damages	The Agreement was modified to eliminate the County's entitlement to liquidated damages in the event of delayed system implementation, opting for County's right to withhold 10% of each implementation deliverable, to be reimbursed back to Vertiba only following County's final acceptance of system implementation.
4.	License Terms	Since the software licenses granted by Vertiba are from third party software vendors, the County's software license rights, including rights to software source code, are limited by the applicable negotiated software vendors' standard license and support terms attached to the Agreement.
5.	Maintenance and Support; Resolution of Deficiencies	<p>1. Vertiba will provide system maintenance and support only during the first year following County's final acceptance of the CCMS, which will include communicating directly with the CCMS software vendors as necessary for standard software support. Vertiba will not provide commitment to resolve deficiencies within any prescribed period of time because of its dependency on the third party software vendors, although the Agreement does contain governance provisions for timely resolution of deficiencies, including issue escalation within Vertiba's organization and provision of corrective actions.</p> <p>2. Past the one year of Vertiba-provided maintenance and support, ISD will assume these obligations and deal directly with the applicable software vendors for obtaining standard support services provided by the applicable software vendors, with County's option to engage Vertiba for maintenance and support on as needed basis.</p>