



LEROY D. BACA, SHERIFF

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



December 15, 2009

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

Dear Supervisors:

**APPROVE AGREEMENT FOR AN AUTOMATED EMPLOYEE
SCHEDULING SYSTEM AND MAINTENANCE SERVICES
WITH PRINCIPAL DECISION SYSTEMS INTERNATIONAL
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

This Board letter seeks approval of an Agreement for a Commercial Off-The-Shelf (COTS) Automated Employee Scheduling System (AESS) with Principal Decision Systems International (PDSI). This system will enable the Los Angeles County (County) Sheriff's, Fire, and Probation Departments (Departments) to provide automated scheduling for safety personnel, as well as professional staff.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign the attached Agreement with PDSI to provide and install a Phase 1 pilot COTS AESS for the Departments in an amount not to exceed \$1,494,600. The Agreement will be effective upon execution and continue through the pilot warranty period as defined in the Agreement unless extended or terminated earlier in whole or in part. The length of the Phase I pilot is estimated to be 18 months. The Agreement may be extended by the County for up to five additional one-year periods.

A Tradition of Service

2. Authorize the Sheriff, or his designee, to execute all change notices, change orders, and amendments to the Agreement, as specified in Section 6.0 of the Agreement, including the above extension provision, with the concurrence of the Chief Information Officer (CIO) and County Counsel, if the Sheriff, or his designee, determines it is in the best interest of the County to do so.
3. Authorize the Sheriff, or his designee, on behalf of the Departments, to execute applicable documents if the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Departments if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the actions will allow the Departments to implement a Phase 1 pilot installation of AESS in support of scheduling operations at each of the Departments. Each of the Departments has identified specific locations that will utilize the Phase 1 pilot installation of AESS. A successful Phase 1 will provide the County with the opportunity to proceed with Phase 2 full implementation at each of the Departments.

Each of the Departments share similar scheduling needs in that public safety personnel are often scheduled around-the-clock and across varied and complex shift schedules and patterns. The Departments also share some commonality in the methods employed for scheduling safety personnel. The scheduling complexities shared by each of the Departments makes the current manual and partially automated methods of scheduling particularly cumbersome, resulting in an inefficient use of employee hours, and placing a great burden on scheduling staff. Current scheduling methods potentially lead to errors on employee time records. The current manual process is particularly slow and cumbersome in responding to last-minute vacancies, which could result in unnecessary overtime or under scheduling.

AESS will provide a state-of-the-art, scalable, and secure scheduling system that will streamline the scheduling process for both schedulers and employees. Schedulers will be capable of filling posts to mandated levels and automatically move staff to posts at a moment's notice using tools such as telephony (an interactive voice response system) and Web-based interactive scheduling tools. AESS will feature a reverse notification system that can notify emergency personnel at the push of a button of an impending deployment during an emergency situation. Such notifications can be executed via telephony, e-mail, and/or text messaging. Personnel will be able to bid for vacation leave and overtime while on the system. The system will reduce redundant paperwork, provide the ability to access information instantly, reduce the need for manual reports and ledgers, and grant employees access to scheduling information electronically, which can reduce the number of scheduling-related complaints.

Finally, AESS will provide an interface capability with the newly implemented TIMEi timekeeping solution currently being deployed Countywide by the County's Auditor-Controller in preparation for full implementation of the Human Resource Management Suite in January 2012.

Upon successful completion of Phase 1, and with the concurrence of the CIO, the Departments will seek additional funding and approval from your Board to continue the project to Phase 2 full implementation.

The project methodology will follow the County's standard methodology for COTS implementations. It is anticipated that there will be no customization of the selected system. Rather, the system will be configurable to meet most, if not all, of each Departments' functional requirements inclusive of the TIMEi interface. Upon the County's acceptance of the Phase 1 installation, PDSI will provide ongoing maintenance of the application at the discretion of the County.

Implementation of Strategic Plan Goals

The purchase and services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the proposed Agreement will automate the Departments' scheduling functions, thereby, reducing errors and increasing efficiencies in the scheduling process.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for Phase 1 is \$1,494,600 inclusive of future maintenance services. One million dollars has been funded by the Chief Executive Office (CEO) utilizing Information Technology Funds with the concurrence of the CIO. The Sheriff's Department, as lead agency for this AESS project, will administer the funds and authorize all payments in accordance with the Agreement.

The actual cost of acquisition and implementation for Phase 1 is \$718,509; a 28 percent contingency (or pool dollars) allowance has been retained in the amount of \$281,491. The total cost of Phase 1 maintenance for five years is \$494,600. Maintenance will commence upon the expiration of the pilot warranty period if so elected by the County and will be allocated individually by the Departments in their operating budgets for each subsequent fiscal year as outlined in the Agreement.

Should the County elect to implement Phase 2, the estimated one-time cost would be \$3.9 million for the Departments with a recurring estimated annual maintenance cost of \$666,400.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is with PDSI for software application licensing, installation, configuration, and maintenance of an automated employee scheduling system. Approval of this Agreement will allow the Departments to automate their scheduling functions.

The negotiated Agreement contains a modification to the County's standard indemnification provision. The modification was reviewed by the CEO Risk Management Branch. The Departments believe the negotiated alternative language is commercially reasonable and does not impose an unacceptable risk or burden on the Departments. Under the Agreement, PDSI agrees to indemnify the County from and against any and all liability arising from or connected with PDSI's acts and/or omissions arising from and/or relating to the Agreement. Notwithstanding, in no event shall PDSI be responsible for indemnifying or defending the County for claims arising out of negligence of any County indemnitee or arising from or related to the County's employment, scheduling, or personnel decisions.

PDSI has been notified and is in compliance with all Board and CEO requirements, including Jury Service and Safely Surrendered Baby Law. Each of the Departments notified their respective employee unions about the pending Agreement for an AESS solution in July 2009. In August and September 2009, the Departments hosted AESS presentations for the unions.

The CIO recommends approval of this Agreement. County Counsel has reviewed and approved the Agreement as to form.

CONTRACTING PROCESS

In 2006, the Sheriff's Department began a research effort in search of a COTS AESS, which could be configured for law enforcement use. A Request for Information (RFI) was issued by the Sheriff's Department to survey the marketplace for such an application. In the fall of 2007, the CEO asked that we include the Fire and Probation Departments in our research effort. Based on responses to the RFI, it was determined that a pilot program could be implemented for the three Departments at a budgeted cost of approximately \$1 million.

In January 2008, the CEO granted the request of the Departments by identifying Information Technology Funding \$1 million for the project.

On November 25, 2008, the Sheriff's Department, on behalf of the Departments, released a Request for Proposals (RFP) and sent notification to 19 vendors via United

States Mail and/or e-mail. The solicitation was posted on both the Los Angeles County's and Sheriff's websites. A mandatory proposers' conference was held on January 8, 2009, at which 12 vendors were in attendance.

On January 29, 2009, the solicitation closed, and the Sheriff's Department received five proposals. An evaluation committee consisting of technical and subject matter experts from each of the Departments was assembled to review and assess the proposals. Upon completion of this assessment, and subsequent product demonstrations, the evaluation team determined that PDSI's proposal and scheduling solution best satisfies the County's business requirements as identified in the RFP.

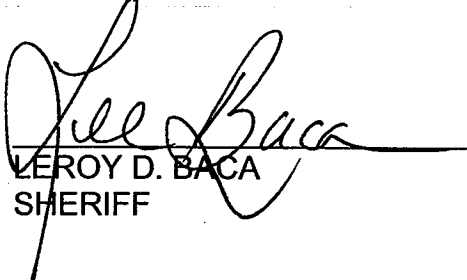
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current operations and services for the Departments.

CONCLUSION

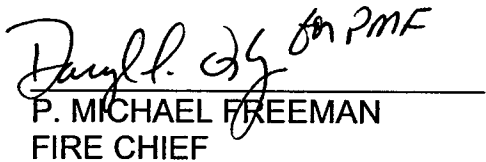
Upon approval by your Board, please return three adopted copies of this action and three adopted copies of the Agreement to the Sheriff's Department's Contracts Unit.

Sincerely,


LEREOY D. BACA
SHERIFF

Reviewed by:


RICHARD SANCHEZ
CHIEF INFORMATION OFFICER


P. MICHAEL FREEMAN
FIRE CHIEF


ROBERT B. TAYLOR
CHIEF PROBATION OFFICER



AGREEMENT

FOR

**AUTOMATED EMPLOYEE SCHEDULING SYSTEM
(AESS)
SOFTWARE AND SERVICES**

**BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PRINCIPAL DECISION SYSTEMS INTERNATIONAL**

NOVEMBER 2009

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PRINCIPAL DECISION SYSTEMS INTERNATIONAL**

TABLE OF CONTENTS

RECITALS	1
1.0 AGREEMENT AND INTERPRETATION.	1
2.0 DEFINITIONS	3
3.0 ADMINISTRATION OF AGREEMENT – COUNTY.....	12
4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR.	13
5.0 WORK AND SYSTEM ACCEPTANCE	15
6.0 CHANGE NOTICES, CHANGE ORDERS AND AMENDMENTS	20
6.1 General	20
6.2 Change Order Detail	21
6.3 Price Quotations	22
6.4 Time and Materials Changes	22
6.5 Directed Work	23
6.6 Audit of Change Order Work	23
7.0 TERM.....	23
8.0 PRICES AND FEES.....	24
8.1 General	24
8.2 Maximum Contract Sum.....	24
8.3 Fees, Maintenance Services	25
8.4 Pool Dollars.....	25
8.5 Adjustments to Hourly Labor Rate and Daily Labor Rate	25
8.6 Taxes	26
9.0 COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS	26
10.0 INVOICES AND PAYMENTS.	26
10.1 Approval of Invoices.....	26
10.2 Submission of Invoices	27

10.3	Maintenance Services, Invoicing	27
10.4	Detail	27
10.5	Holdbacks	28
10.6	No Partial or Progress Payments	28
10.7	Invoice Discrepancy Report	29
10.8	County's Right to Withhold	29
11.0	SYSTEM ENVIRONMENT REQUIREMENTS	29
12.0	THIRD PARTY SOFTWARE	30
13.0	OWNERSHIP AND LICENSE	30
14.0	PRODUCTION USE OF THE SYSTEM	32
15.0	SOURCE CODE	33
16.0	PILOT WARRANTY OBLIGATIONS	35
17.0	MAINTENANCE AND SUPPORT AND OPTIONAL WORK.	36
18.0	CONTINUOUS PRODUCT SUPPORT	38
19.0	CORRECTION OF DEFICIENCIES	40
20.0	LIQUIDATED DAMAGES.	42
21.0	CONTRACTOR'S OFFICES	43
22.0	NOTICES	43
23.0	ARM'S LENGTH NEGOTIATIONS	44
24.0	SURVIVAL	44

EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
 - ATTACHMENT A.1 – COUNTY'S ADMINISTRATION
 - ATTACHMENT A.2 – CONTRACTOR'S ADMINISTRATION
- EXHIBIT B – STATEMENT OF WORK
 - ATTACHMENT A – SEVERITY LEVEL DEFINITIONS
 - ATTACHMENT B – AESS EXECUTIVE STEERING COMMITTEE
 - ATTACHMENT C – PILOT LOCATIONS AND STAFFING PROFILE
 - ATTACHMENT D – PHASE II – FULL IMPLEMENTATION DEPARTMENTAL PROFILE STATEMENTS
- EXHIBIT B.1 FUNCTIONAL BUSINESS REQUIREMENTS
- EXHIBIT B.2 INTERFACE REQUIREMENTS
- EXHIBIT B.3 TECHNICAL REQUIREMENTS
- EXHIBIT B.4 SYSTEM ENVIRONMENT REQUIREMENTS
- EXHIBIT B.5 PRELIMINARY PROJECT PLAN
- EXHIBIT B.6 USER TRAINING
- EXHIBIT C – PRICE AND SCHEDULE OF PAYMENTS
 - ATTACHMENT C.1 – PERFORMANCE DISCREPANCY REPORT
 - ATTACHMENT C.2 – PERFORMANCE REQUIREMENTS SUMMARY
- EXHIBIT D – MAINTENANCE AND SUPPORT
- EXHIBIT D.1 PRICING SCHEDULE AND INVOICING, MAINTENANCE AND SUPPORT
- EXHIBIT E – INVOICE DISCREPANCY REPORT
- EXHIBIT F – CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT G1 – CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT G2 – CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT G3 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT H – CHANGE ORDER FORMAT
- EXHIBIT I – TASK / DELIVERABLE SUMMARY REVIEW FORM
- EXHIBIT J – PILOT SYSTEM ACCEPTANCE CERTIFICATE
- EXHIBIT K – SAFELY SURRENDERED BABY LAW
- EXHIBIT L – JURY SERVICE ORDINANCE
- EXHIBIT M – REQUEST FOR PROPOSALS (RFP) FOR AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS) SOFTWARE AND SERVICES
[INCORPORATED BY REFERENCE]
- EXHIBIT N – CONTRACTOR'S PROPOSAL [INCORPORATED BY REFERENCE]

RECITALS

THIS AGREEMENT is entered into as the _____ day of _____, 2009 by and between the County of Los Angeles ("County") and Principal Decision Systems International, a corporation organized under the laws of California, located at 50 Corporate Park, Irvine, California 92606 ("Contractor") for Automated Employee Scheduling System (AESS) Software and Services.

WHEREAS, Contractor is a manufacturer and supplier of commercial, off-the-shelf automated employee scheduling system software; and

WHEREAS, County desires to enter into an agreement with Contractor, among other things, to purchase licenses to and to configure and install the AESS software, to perform certain modifications to the AESS software necessary to achieve maximum utility for County, to create certain interfaces between the AESS software and certain components of County's existing timekeeping system and to implement and integrate the AESS software, including the modifications and interfaces thereto, as part of the Phase I Pilot Installation at the Los Angeles County Sheriff's, Fire and Probation Departments; and

WHEREAS, should County determine in its sole discretion to proceed with Phase II Full Implementation of the AESS software, this Agreement shall be modified accordingly; and

WHEREAS, Contractor possesses the necessary special skills, knowledge, technical competence and sufficient staffing to perform all Work required by the Statement of Work and this Agreement; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 AGREEMENT

This base document along with [Exhibits A through L](#), attached hereto, and any attachments thereto and [Exhibits M and N](#), not attached hereto, all incorporated herein by reference, any [Attachments](#) hereto or thereto, and any executed Change Orders or Amendments hereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements,

written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 INTERPRETATION

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 the base Agreement and the [Exhibits or Attachments](#) thereto, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the [Exhibits and Attachments](#) according to the following priority:

- Exhibit A – Additional Terms and Conditions
 - Attachment A.1 – County's Administration
 - Attachment A.2 – Contractor's Administration
- Exhibit B – Statement of Work
 - Attachment A – Severity Level Definitions
 - Attachment B – AESS Executive Steering Committee
 - Attachment C – Pilot Locations and Staffing Profile
 - Attachment D – Phase II Full Implementation Departmental Profile Statements
- Exhibit B.1 – Functional Business Requirements
- Exhibit B.2 – Interface Requirements
- Exhibit B.3 – Technical Requirements
- Exhibit B.4 – System Environment Requirements
- Exhibit B.5 – Preliminary Project Plan
- Exhibit B.6 – User Training
- Exhibit C – Price and Schedule of Payments
 - Attachment C.1 – Performance Discrepancy Report
 - Attachment C.2 – Performance Requirements Summary
- Exhibit D – Maintenance and Support
- Exhibit D.1 – Pricing Schedule and Invoicing, Maintenance and Support
- Exhibit E – Invoice Discrepancy Report
- Exhibit F – Contractor's EEO Certification
- Exhibit G1 – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G2 – Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H – Change Order Format
- Exhibit I – Task/Deliverable Summary Review Form
- Exhibit J – Pilot System Acceptance Certificate
- Exhibit K – Safely Surrendered Baby Law

- Exhibit L – Jury Service Ordinance
- Exhibit M – Request for Proposals (RFP) for Automated Employee Scheduling System (AESS) Software and Services
- Exhibit N – Contractor's Proposal

1.3 ADDITIONAL TERMS AND CONDITIONS

Without limiting the generality of [Paragraph 1.1 \(Agreement\)](#), attached hereto as [Exhibit A \(Additional Terms and Conditions\)](#) and incorporated by reference herein are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such [Exhibit A](#) as if such terms and conditions were enumerated in the body of this base document.

1.4 CONSTRUCTION

The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, [Attachments](#) and [Exhibits](#), as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. [Paragraph](#) headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies as amended from time to time.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

“[Acceptance Criteria](#)” means certain criteria pre-defined by County and/or Contractor in accordance with the Statement of Work for the purpose of conducting Acceptance Tests.

“[Acceptance Test\(s\)](#)” means any one or all of the tests conducted by County or by Contractor in accordance with [Paragraph 5.6 \(Acceptance Tests\)](#) and [Task 6 \(Acceptance Tests\) of Exhibit B, \(Statement of Work\)](#), including Unit Test, System Integration Test, User Acceptance Test and System Performance Test.

"Additional Interfaces" means Interfaces, including all components and Documentation, which may be provided by Contractor on a fixed price basis in the form of Software Modifications upon County's request therefor pursuant to [Paragraph 17.2 \(Optional Work\)](#). The Additional Interfaces are and shall become components of the System Software.

"Additional Products" means software, tools and other products relating to System Software, which may be provided by Contractor upon County's request therefor pursuant to [Paragraph 17.2 \(Optional Work\)](#). The Additional Products are and shall become components of the System Software.

"AESS" has the same meaning as "System" defined below.

"Agreement" has the meaning set forth in [Paragraph 1.1 \(Agreement\)](#).

"Amendment" has the meaning set forth in [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#).

"Application Modifications" means Custom Programming, Interfaces, Customizations and any other modifications or alterations to Application Software provided by Contractor under this Agreement, as further specified in [Paragraph 13.1 \(Ownership\)](#).

"Application Software" means the Baseline Application, Software Modifications, Interfaces and Updates, including all components and Documentation, provided by Contractor pursuant to this Agreement. The Application Software is and shall become a component of the System Software.

"Baseline Application" means the Core Application, Baseline Interfaces, Customizations, and Third Party Software, including all components and Documentation, provided by Contractor pursuant to this Agreement. The Baseline Application is and shall become a component of the System Software.

"Baseline Interfaces" means Interfaces, including all components and Documentation, provided by Contractor to meet the System Requirements, including the Statement of Work and Specifications. The Baseline Interfaces are and shall become components of the System Software.

"Board"; "Board of Supervisors" means the Board of Supervisors of the County of Los Angeles.

"Business Day" means Monday through Friday, excluding County observed holidays.

"Change Order" has the meaning set forth in [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#).

“CIO” means the County’s Chief Information Officer.

“Compatible”; “Compatibility” has the meaning set forth in [Paragraph 11.0 \(System Environment Requirements\)](#).

“Contractor's Administration” has the meaning set forth in [Paragraph 4.1 \(Contractor's Administration\)](#).

“Contractor Key Personnel” means Contractor staff that perform key functions under the Agreement, including but not limited to Contractor Technical Staff, Contractor Project Director, and Contractor Project Manager.

“Contractor Project Director” has the meaning set forth in [Paragraph 4.2 \(Contractor Project Director\)](#).

“Contractor Project Manager” has the meaning set forth in [Paragraph 4.3 \(Contractor Project Manager\)](#).

“Contractor Technical Staff” means Contractor's staff that perform the technical work on behalf of Contractor.

“Core Application” means Contractor’s proprietary Commercial Off-the-Shelf (COTS) software, including all components and Documentation, Licensed by Contractor to County to meet the System Requirements, including the Statement of Work and Specifications. The Core Application is and shall become a component of the System Software.

“County” means the County of Los Angeles.

“County Counsel” means County’s Office of the County Counsel.

“County Indemnitees” has the meaning set forth in [Paragraph 9.0 \(Indemnification of Exhibit A \(Additional Terms and Conditions\)\)](#).

“County Project Director” has the meaning set forth in [Paragraph 3.2 \(County Project Director\)](#).

“County Project Manager” has the meaning set forth in [Paragraph 3.3 \(County Project Manager\)](#).

“Custom Programming” means customizations or modifications to the Baseline Application, including all components and Documentation, which may provided by Contractor on a fixed price basis in the form of Software Modifications upon County's request therefor pursuant to [Paragraph 17.2 \(Optional Work\)](#). The Custom Programming is and shall become a component of the System Software.

“Customization(s)” means customizations or modifications to the Core Application, including all components and Documentation, provided by Contractor to meet the System Requirements, including the Statement of Work and Specifications. The Customizations are and shall become components of the System Software.

“Cutover to Production” has the meaning set forth in [Paragraph 5.7.2 \(Cutover to Production\)](#).

“Deficiency” has the meaning set forth in [Paragraph 19.0 \(Correction of Deficiencies\)](#).

“Deliverable” means a service, product or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any executed Change Order or Amendment.

“Department” means the Los Angeles County Sheriff's Department.

“Disabling Device” has the meaning set forth in [Paragraph 12.0 \(General Warranties\) of Exhibit A \(Additional Terms and Conditions\)](#).

“Dispute Resolution Procedure” has the meaning set forth in [Paragraph 2.0 \(Dispute Resolution Procedure\) of Exhibit A \(Additional Terms and Conditions\)](#).

“Documentation” means any and all written and electronic materials provided or made available by Contractor, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs, specifications, system designs and system design reviews and all other instructions and information relating to the capabilities, operation, installation and use of System Software.

“Effective Date” means the date of execution of the Agreement by County's Board of Supervisors.

“Fixed Price Services” means Professional Services and/or Software Modifications, which may be provided by Contractor in accordance with [Paragraph 17.2 \(Optional Work\)](#).

“Holdback Amount” has the meaning set forth in [Paragraph 10.5 \(Holdbacks\)](#).

“Hourly Labor Rate”; “Daily Labor Rate” means, for Contractor's personnel, the fully burdened hourly or daily rate set forth in [Exhibit C \(Price and Schedule of Payments\)](#), which rate includes an allocated average of direct and indirect costs, overhead, administrative expenses, any and all out-of-pocket expenses and any other incidental expenses attributable to each personnel hour worked for the Hourly Labor Rate, and to each eight hour period worked for the Daily Labor Rate.

“Infringement Claims” has the meaning set forth in [Paragraph 14.0 \(Intellectual Property Indemnification\) of Exhibit A \(Additional Terms and Conditions\)](#).

“Initial Term” has the meaning set forth in [Paragraph 7.0 \(Term\)](#).

“Interfaces” means the software mechanisms, consisting of Baseline Interfaces and Additional Interfaces, which allow the transfer of electronic data or software commands between computer systems, computer programs or computer program modules, including all components and Documentation. The Interfaces are and shall become components of the System Software.

“Invoice Discrepancy Report”; “IDR” has the meaning set forth in [Paragraph 10.7 \(Invoice Discrepancy Report\)](#).

“Jury Service Program” has the meaning set forth in [Paragraph 33.0 \(Compliance with Jury Service Program\) of Exhibit A \(Additional Terms and Conditions\)](#).

“License” has the meaning set forth in [Paragraph 13.2 \(License\)](#).

“Maintenance and Support” has the meaning set forth in [Paragraph 17.1 \(Maintenance and Support\)](#).

“Maintenance Services” has the meaning set forth in [Paragraph 17.1 \(Maintenance and Support\)](#).

“Maintenance Fees” means the fees to be paid by County to Contractor for Maintenance and Support, commencing upon termination of the Pilot Warranty Period, as set forth in [Paragraph 17.1 \(Maintenance and Support\)](#), in accordance with [Exhibit C \(Price and Schedule of Payments\)](#).

“Maximum Contract Sum” has the meaning set forth in [Paragraph 8.0 \(Prices and Fees\)](#).

“Maximum Fixed Price” has the meaning set forth in [Paragraph 6.2.2 \(Change Order Detail\)](#).

“Natural Degeneration” has the meaning set forth in [Paragraph 15.1 \(Self Escrow\)](#).

“Notice of Delay” has the meaning set forth in [Paragraph 52.0 \(Notice of Delay\) of Exhibit A \(Additional Terms and Conditions\)](#).

“Operating Software” means the third party owned software to be supplied by County in accordance with the minimum requirements provided by Contractor pursuant to [Paragraph 11.0 \(System Environment Requirements\)](#).

“Option Term” has the meaning set forth in [Paragraph 7.0 \(Term\)](#).

"Optional Work" means T&M Consulting Services, Fixed Price Services and/or Additional Products, which may be provided by Contractor in accordance with [Paragraph 17.2 \(Optional Work\)](#).

"Participating Department(s)" means any one or all of the following County Departments which be using System Software in accordance with the terms of this Agreement: Sheriff's, Fire and Probation.

"Phase I Pilot Installation" has the meaning set forth in [Exhibit B \(Statement of Work\)](#).

"Phase II Full Implementation" has the meaning set forth in [Exhibit B \(Statement of Work\)](#).

"Pilot Installation Cost" means the cost of performing Tasks 1 through 8 under [Exhibit B, \(Statement of Work\), as further defined in Paragraph 13.3 \(Fully-Paid License\)](#).

"Pilot Site" means any one of the sites operating the System as part of the Phase I Pilot Installation, as further defined in [Exhibit B \(Statement of Work\)](#).

"Pilot System Acceptance" has the meaning set forth in [Paragraph 5.7.3 \(Pilot System Acceptance\)](#).

"Pilot System Acceptance Test" has the meaning set forth in [Paragraph 5.7.3 \(Pilot System Acceptance\)](#).

"Pilot Test Plan" has the meaning set forth in [Paragraph 4.3 \(Acceptance Tests\) of Exhibit B \(Statement of Work\)](#).

"Pilot Warranty Period" has the meaning set forth in [Paragraph 16.1 \(Warranty\)](#).

"Pilot Warranty Support" has the meaning set forth in [Paragraph 16.2 \(Warranty Support\)](#).

"Pool Dollars" has the meaning set forth in [Paragraph 8.4 \(Pool Dollars\)](#).

"Production Environment" means the System Environment for Production Use.

"Production Use" means the actual use of the System on the production server as it relates to the Application Software.

"Professional Services" means training, consulting and other professional services, which may be provided by Contractor on a fixed price basis upon County's request pursuant to [Paragraph 17.2 \(Optional Work\)](#).

"Project Control Document"; "PCD" has the meaning set forth in [Exhibit B \(Statement of Work\)](#).

"Project Plan" has the meaning set forth in [Exhibit B \(Statement of Work\)](#).

"Project Status Reports" has the meaning set forth in [Paragraph 4.5 \(Project Status Reports by Contractor\)](#).

"Replacement Product" has the meaning set forth in [Paragraph 18.0 \(Continuous Product Support\)](#).

"Severity Level(s)" means identified Severity Levels "1", "2", "3" and "4" for correction of Deficiencies, as defined in [Attachment A \(Severity Level Definitions to Exhibit B \(Statement of Work\)\)](#).

"Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

"Software Modifications" means Custom Programming and Additional Interfaces, including all components and Documentation, provided by Contractor pursuant to [Paragraph 17.2 \(Optional Work\)](#). The Software Modifications are and shall become components of the System Software.

"Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of program interpretation or compilation, including the tools and developer kits that created and that enable creation of such code. Unless otherwise noted, references in this Agreement to Source Code are to Source Code for the System Software.

"Specifications" means the specifications for the System Software as set forth in this Agreement, including, but not limited to, the Statement of Work, System Requirements, the Documentation, and any executed Change Order or Amendment, including specifications regarding Application Modifications and specifications regarding System Environment.

"Statement of Work"; "SOW" means the statement of Tasks, Subtasks, Deliverables, goods, services and other work to be provided by Contractor under this Agreement, as specified in [Exhibit B \(Statement of Work\)](#) to this Agreement, including all Attachments thereto, as the same may be amended by any executed Change Order or Amendment.

"Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any executed Change Order or Amendment.

"System" means System Software, System Environment and any Optional Work product, including all components and Documentation, provided by Contractor or

by County in accordance with Contractor's requirements or specifications for the purpose of this Agreement.

“System Environment” means System Hardware, System Network and Operating Software to be supplied by County in accordance with the minimum requirements provided by Contractor pursuant to [Paragraph 11.0 \(System Environment Requirements\)](#), which may comprise either the Test Environment or the Production Environment for the purpose of this Agreement.

“System Hardware” means computer hardware to be supplied by County in accordance with the minimum requirements provided by Contractor pursuant to [Paragraph 11.0 \(System Environment Requirements\)](#).

“System Network” means network and other data communications components to be provided by County in accordance with the minimum requirements provided by Contractor pursuant to [Paragraph 11.0 \(System Environment Requirements\)](#).

“System Requirements” means the business, functional and technical requirements regarding the System, specified in [Exhibits B.1 \(Functional Business Requirements\)](#), [B.2 \(Interface Requirements\)](#), [B.3 \(Technical Requirements\)](#) and [B.4 \(System Environment Requirements\)](#) and elsewhere in the Agreement.

“System Software” means Application Software, Additional Products in the form of software, and Operating Software, including all components and Documentation, provided by Contractor or by County in accordance with Contractor's requirements or specifications for the purpose of this Agreement.

“System Support” has the meaning set forth in [Paragraph 17.1 \(Maintenance and Support\)](#).

“T&M Consulting Services” means training, consulting and other professional services, which may be provided by Contractor on a time and materials basis upon County's request therefor pursuant to [Paragraph 17.2 \(Optional Work\)](#).

“Task” means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any executed Change Order or Amendment.

“Task/Deliverable Summary Review” means the form issued by County upon Contractor's satisfactory completion of the applicable Tasks, Subtasks, Deliverables, goods, and services and other Work in accordance with the requirements, Specifications, and timetables set forth in the Statement of Work or any executed Change Order or Amendment, a form of which is attached hereto as [Exhibit I \(Task/Deliverable Summary Review Form\)](#).

“Tax”; “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

“Term” has the meaning set forth in [Paragraph 7.0 \(Term\)](#).

“Testing Environment” means the System Environment for conducting Acceptance Tests.

“Third Party Software” means software, tools and other products relating to System Software, including all components and Documentation provided by Contractor to meet the System Requirements, including the Statement of Work and Specifications, in accordance with [Paragraph 12.0 \(Third Party Software\)](#). The Third Party Software is and shall become a component of the System Software.

“Training Environment” means the System Environment for conducting training.

“Updates” means any upgrades, enhancements, revisions, improvements, bug fixes, patches, modifications and replacements to Application Software, other than Customizations or Software Modifications, provided by Contractor during the Term of this Agreement as part of Contractor's Maintenance and Support obligations, and also include:

- i. any updates or modifications to the System Software required during the Term (inclusive of existing modifications, Customizations, Interfaces and Custom Programming) in order for the System Software to remain in compliance with applicable federal laws and regulations; and
- ii. any updates or modifications required in order for the System Software to achieve compliance with applicable state and local laws and regulations in effect as of the date County and Contractor mutually agree upon the design specifications.

The Updates are and shall become components of the System Software.

“Work” means any and all Tasks, Subtasks and Deliverables in the Statement of Work, Optional Work, goods, services and other work performed or provided by or on behalf of Contractor in order to meet the requirements of this Agreement, including the Statement of Work, all [Exhibits and Attachments](#), and all executed Change Orders and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Agreement on behalf of County ("County's Administration"), as referenced in this Paragraph 3.0 below, is set forth in [Attachment A.1 \(County's Administration\) of Exhibit A \(Additional Terms and Conditions\)](#). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Agreement unless specifically authorized under [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#). County shall notify Contractor in writing of any change in the names or addresses shown.

3.2 COUNTY PROJECT DIRECTOR

3.2.1 County Project Director will be responsible for ensuring that the objectives of this Agreement are met. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2.2 County Project Director, in County Project Director's discretion, may grant Contractor extension of time in writing for the Work or deadlines listed in the Statement of work or otherwise in this Agreement provided that such extension shall not extend the Term of this Agreement.

3.3 COUNTY PROJECT MANAGER

3.3.1 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.3.2 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3.3 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth in [Attachment A.1 \(County's Administration\) of Exhibit A \(Additional Terms and Conditions\)](#) or in accordance with such other notice information as County may notify Contractor from time to time pursuant to this [Paragraph 3.3](#).

3.3.4 County Project Manager, in County Project Manager's discretion, may grant Contractor extension of time in writing for the Work or deadlines listed in the Statement of work or otherwise in this Agreement provided that such extension shall not extend the Term of this Agreement.

3.4 CONSOLIDATION OF DUTIES

County reserves the right to consolidate the duties of County Project Director, enumerated in [Paragraph 3.2 \(County Project Director\)](#), and the duties of County Project Manager, enumerated in [Paragraph 3.2 \(County Project Manager\)](#), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this [Paragraph 3.4 \(Consolidation of Duties\)](#).

3.5 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.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 CONTRACTOR'S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Agreement on behalf of Contractor ("[Contractor's Administration](#)"), as referenced in this [Paragraph 4.0 \(Administration of Agreement – Contractor\)](#) below, is set forth in [Attachment A.2 \(Contractor's Administration\) of Exhibit A \(Additional Terms and Conditions\)](#). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Agreement unless specifically authorized under [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#). Contractor shall notify County in writing of any change in the names or addresses shown.

4.2 CONTRACTOR PROJECT DIRECTOR

4.2.1 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.2.2 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with County Project Director, as determined by County Project Director or County Project Manager, in person or by phone to review project progress and discuss project coordination.

4.3 CONTRACTOR PROJECT MANAGER

- 4.3.1 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement. Contractor Project Manager shall ensure that all reports are submitted as specified in the Statement of Work.
- 4.3.2 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer with County as necessary, but no less frequently than weekly, unless otherwise specified by County Project Director or County Project Manager.

4.4 APPROVAL OF CONTRACTOR'S STAFF

- 4.4.1 Contractor's Administration, including Contractor Project Director and Contractor Project Manager, shall be subject to County approval. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.4.2 Contractor shall use best efforts to assure continuity of Contractor staff performing key functions under this Agreement during the Term ("Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Key Personnel.
- 4.4.3 In the event Contractor should desire to remove any Contractor Key Personnel 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 (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.4.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.4.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.5 PROJECT STATUS REPORTS BY CONTRACTOR

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum weekly written reports ("Project Status Reports") which contain the information set forth in Subtask 1.2 (Provide Ongoing Project Management) of Exhibit B (Statement of Work) and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK AND SYSTEM ACCEPTANCE

5.1 SCOPE OF WORK

Contractor shall on a timely basis provide, complete, deliver and implement all Tasks, Subtasks, Deliverables, goods, services and other Work set forth in this Agreement and in Exhibit B (Statement of Work), including Application Software and its implementation, Pilot Warranty Support, Maintenance and Support if elected by County, and agreed-upon Optional Work. Contractor shall perform all such Tasks, Subtasks, Deliverables, goods, services and other Work in accordance with Exhibit B (Statement of Work), all Attachments thereto, and all Specifications and System Requirements, at the applicable rates and prices specified in Exhibit C (Price and Schedule of Payments), with all Attachments thereto.

5.1.1 Implementation Services

Contractor shall implement the Baseline Application, by providing the minimum System Environment configuration requirements, developing Baseline Interfaces and any necessary Customizations, installing Baseline Application, performing applicable Acceptance Tests, conducting System training, achieving Pilot System Acceptance, and providing any other services required for successful completion of Phase I Pilot Installation, as specified in Tasks 1 through 8 of Exhibit B (Statement of Work) and this Agreement.

5.1.2 Maintenance and Support

Contractor shall provide to County maintenance and support of the System, including Pilot System Warranty Support, as provided in, and in accordance with, [Task 9 \(Pilot System Warranty Support\) of Exhibit B \(Statement of Work\)](#), [Paragraph 16.0 \(Warranty Obligations\)](#) and this Agreement. Pilot System Warranty Support shall commence upon Cutover to Production and continue throughout the Pilot Warranty Period. Upon County's election and payment of the applicable Maintenance fees specified in [Exhibit C \(Price and Schedule of Payments\)](#), Contractor shall provide Maintenance and Support services thereafter, as described both in [Exhibit D \(Maintenance and Support\)](#) and [Paragraph 17.0 \(Maintenance and Support and Optional Work\)](#) of this Agreement, throughout the Term of this Agreement. The payment for Maintenance and Support shall commence upon expiration of the Pilot Warranty Period.

5.1.3 Optional Work

Upon County's request and mutual agreement, Contractor shall provide Optional Work, including Professional Services, Software Modifications, Additional Products and/or T&M Consulting Services, in accordance with [Paragraph 17.2 \(Optional Work\)](#) at the applicable pricing terms set forth in [Exhibit C \(Price and Schedule of Payments\)](#), by executing a Change Order or an Amendment pursuant to [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#). Upon completion by Contractor, and approval and payment by County in accordance with the terms of this Agreement, the amount of the remaining Pool Dollars will be reduced accordingly.

5.2 WORK APPROVAL

Upon commencement of the Term of this Agreement, Contractor shall fully and timely perform all Work specified under this Agreement and approved by County, including under each executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. If Contractor provides any work, other than as specified in this Agreement, including under any executed Change Order or Amendment, the same shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

5.3 FIXED PRICE WORK

Contractor acknowledges that all Work performed under this Agreement, with the exception of T&M Consulting Services, is payable on a fixed price basis in

accordance with the terms and conditions of this Agreement, including this [Paragraph 5.0 \(Work and System Acceptance\)](#) and [Paragraph 8.0 \(Prices and Fees\)](#) and [Paragraph 10.0 \(Invoices and Payments\)](#). Notwithstanding anything herein to the contrary, Contractor must complete all Work required pursuant to this Agreement in order to complete and deliver to County the System Software. Contractor further acknowledges that the Specifications set forth in [Exhibit B \(Statement of Work\)](#) and the System Requirements listed in [Exhibits B.1, B.2, B.3 and B.4](#) are functional Specifications, and that it is Contractor's responsibility and risk to design, achieve and timely deliver the System Software.

5.4 TIME AND MATERIALS WORK

T&M Consulting Services shall be provided, and are approved and payable, on a time and materials basis in accordance with the terms and conditions of this Agreement, including [Paragraph 6.4 \(T&M Consulting Services\)](#) and [Paragraph 10.0 \(Invoices and Payments\)](#).

For T&M Consulting Services, which is the only Work that is permissible on a time and materials basis under this Agreement, upon full completion of the particular Task or Deliverable that is part of the particular T&M Consulting Services, Contractor shall submit a Task/Deliverable Summary Review in the form attached as [Exhibit I \(Task/Deliverable Summary Review Form\)](#) to County Project Director, together with any supporting documentation reasonably requested by County Project Director, for County Project Director's written approval. All T&M Consulting Services shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the Statement of Work, the Project Control Document, and any executed Change Order or Amendment, as applicable, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Summary Review form.

5.5 TASK/DELIVERABLE SUMMARY REVIEW

Upon completion of particular Tasks, including all applicable Subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order or Amendment, Contractor shall submit a Task/Deliverable Summary Review in the form attached as [Exhibit I \(Task/Deliverable Summary Review Form\)](#) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the Statement of Work, the Project Control Document, and any executed Change Order or Amendment, and must have the written approval of

County Project Director as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Summary Review form.

County Project Director shall endeavor reasonably to approve or disapprove particular Tasks, Deliverables and other Work provided by Contractor pursuant to this Agreement within the time frames set forth in the Project Control Document, or if none, within thirty (30) days from the date of Contractor's submission of the applicable Task/Deliverable Summary Review. In no event shall County be liable or responsible for payment respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Acceptance Certificate or the County approved final Task/Deliverable Summary Review applicable for such Work.

5.6 ACCEPTANCE TESTS

County and/or Contractor, as applicable, shall conduct all tests ("Acceptance Test(s)") specified in this [Paragraph 5.6 \(Acceptance Tests\)](#) and [Exhibit B \(Statement of Work\)](#). Such Acceptance Tests shall include, without limitation, the following:

A. Unit Test

Unit Test shall be conducted by Contractor to test individual units or components of Application Software as part of the internal configuration effort, as specified in [Task 6 \(Acceptance Tests\) of Exhibit B \(Statement of Work\)](#).

B. System Integration Test

System Integration Test, conducted by Contractor, consists of integrated testing of all components of Application Software, as specified in [Subtask 6.1 \(Conduct System Integration Test\) of Exhibit B \(Statement of Work\)](#).

C. User Acceptance Test

User Acceptance Test will be conducted by County with Contractor's support to test the System functionalities and capabilities, as specified in [Subtask 6.2 \(Support User Acceptance Test\) of Exhibit B \(Statement of Work\)](#).

D. System Performance Test

System Performance Test will be conducted by Contractor to ensure that County's System Requirements for performance are met, as specified in [Subtask 6.3 \(Conduct System Performance Test\) of Exhibit B \(Statement of Work\)](#).

5.7 SYSTEM ACCEPTANCE

5.7.1 Transition to Production Environment

Contractor shall perform full transitioning of the System to the Production Environment on or before the date set forth in the Project Control Document following successful completion of all of the following: (a) its completion and delivery of all Work associated with the System implementation requirements including installing, implementing and testing all Baseline Interfaces and Customizations, if any, but without Cutover to Production; (b) successful implementation of all functions and features of the System has been verified by Contractor; and (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Summary Review forms associated with the Tasks and Deliverables indicated in [Exhibit B \(Statement of Work\)](#) up to and including "[Cutover to Production](#)".

5.7.2 Cutover to Production

Contractor shall achieve "[Cutover to Production](#)" on or before the date set forth in the Project Control Document upon successful completion of all of the following: (a) its completion and delivery of all Work associated with the Cutover to Production requirements for the System, including Baseline Interfaces and Customizations, if any; (b) successful implementation of all functions and features of the System has been verified by Contractor; and (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Summary Review associated with the Tasks and Deliverables indicated in [Exhibit B \(Statement of Work\)](#) up to and including Cutover to Production, as set forth in [Subtask 7.5 \(Cutover to Production\) of Exhibit B \(Statement of Work\)](#).

5.7.3 Pilot System Acceptance

Contractor shall achieve Pilot System Acceptance on or before the date specified in the Project Control Document upon successful completion of all of the following: (a) Cutover to Production; (b) its completion and delivery of all Work and testing protocols associated with Pilot System Acceptance; (c) successful implementation of all functions and features and successful achievement of all testing protocols has been verified by Contractor; (d) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Summary Review form of Contractor's achievement of Pilot System Acceptance, as set forth in [Task 8 \(Pilot System Acceptance\) of Exhibit B \(Statement of Work\)](#); and (e) all System functions have been provided, installed and operate in

County's Production Environment without Deficiencies of Severity Level "3" or higher (as defined in [Attachment A \(Severity Level Definitions\) of Exhibit B \(Statement of Work\)](#)) for one (1) continuous uninterrupted sixty (60) day period ("[Pilot System Acceptance Test](#)").

6.0 CHANGE NOTICES, CHANGE ORDERS AND AMENDMENTS

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 6.0](#).

6.1 GENERAL

County reserves the right to change any portion of the Work required under this Agreement or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as provided below.

6.1.1 Change Notice

For any change which is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statement, other clerical corrections, etc.) and does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, provided that the change does not increase the Maximum Contract Sum, a Change Notice shall be executed by both the County Project Director and Contractor Project Director, with the concurrence of County Counsel.

6.1.2 Change Order Work

For any Work-related change which does not *materially* affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the [Exhibit B \(Statement of Work\)](#) or otherwise in this Agreement, provided that such extensions shall not (i) cause Contractor to fail to achieve Cutover to Production or Pilot System Acceptance by the dates set forth in the Project Control Document, subject to [Paragraph 52.0 \(Notice of Delay\) and Paragraph 2.0 \(Dispute](#)

[Resolution\) of Exhibit A \(Additional Terms and Conditions\)](#) or (ii) extend the Term of this Agreement.

Without limiting [Paragraph 6.1.1 \(Change Notice\) or Paragraph 6.1.2 \(Change Order Work\)](#) above and notwithstanding [Paragraph 6.1.3 \(Amendment\)](#) below, for any (a) change related to Deliverable due dates, or (b) other change related solely to the scope of Work, including for example, a change in the number of days of on-site versus off-site technical assistance, provided that the required Optional Services or change is to be effected through the use of, and will not exceed, the available Pool Dollars, then in either instance a Change Order shall be mutually agreed upon and executed by Contractor Project Director and the County Project Director, with concurrence of County Counsel.

6.1.3 Amendment

For any change that *materially* affects the scope of Work, period of performance, amount of payments, or any other term or condition in this Agreement, including any change in the scope of Work the cost for which would exceed the available Pool Dollars, a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.

The County's Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as may be required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and the Department.

6.2 CHANGE ORDER DETAIL

Any "[Change Order](#)" proposed or executed by the parties shall be in the form attached hereto as [Exhibit H \(Change Order Format\)](#), and shall include:

- 6.2.1 A functional description of the Work to be performed under the Change Order and a statement, signed by Contractor Project Director, which statement explains and certifies that such Work does not materially affect the scope of Work, but is nonetheless outside the scope of Work required of Contractor under this Agreement, and that the Change Order is required in order for Contractor to deliver the System Software;
- 6.2.2 For Fixed Price Services, including Professional Services and Software Modifications and Additional Products, other than those for which the mutually agreed upon fixed price is indicated in [Exhibit C \(Price and](#)

[Schedule of Payments](#)), a quotation of a “not to exceed” amount (“[Maximum Fixed Price](#)”) for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule, and Contractor staff and estimated personnel hours recommended for completion of such Work;

- 6.2.3 For T&M Consulting Services, (a) a statement of the amount of Pool Dollars allocated to the particular Change Order which amount is a “not to exceed” price for completion and delivery of the requested Work, (b) a monthly budget for Work to be performed pursuant to such Change Order from commencement to completion, including Contractor staff and estimated personnel hours recommended for completion of such Work, and (c) a proposed Task and Deliverable completion schedule. The requirements of this [Paragraph 6.2.3](#) shall not apply to T&M Consulting Services which County may require Contractor to provide in order to remedy Critical or Severe System Deficiencies outside of the hours indicated in [Attachment A \(Severity Level Definitions\) of Exhibit B \(Statement of Work\)](#);
- 6.2.4 A description of, and Contractor’s cost of, any (a) applicable hardware, (b) third party software, or (c) other materials required to complete the requested Work;
- 6.2.5 For Software Modifications, including Additional Interfaces and Custom Programming, functional System Software Specifications;
- 6.2.6 Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable; and
- 6.2.7 If applicable, a revised Task and Deliverable completion schedule under the Statement of Work for the remaining Work (other than the Work requested under the Change Order).

6.3 [PRICE QUOTATIONS](#)

Contractor’s quotations under the proposed Change Order, whether for Fixed Price Services, Additional Products or T&M Consulting Services under [Paragraph 6.2.2 or Paragraph 6.2.3](#), as applicable, shall be valid for sixty (60) days from the date of submission to County, unless such period is extended by County and Contractor.

6.4 [T&M CONSULTING SERVICES](#)

As a general matter, the parties agree that Change Orders will be based on a fixed-price basis payable by County for completion of the requested Work with

the exception of T&M Consulting Services, which may be provided on a time and materials basis in pursuant to [Paragraph 17.2.2 \(T&M Consulting Services\)](#), as provided herein. If the parties agree and execute a Change Order for T&M Consulting Services, then Contractor shall provide County Project Director and County Project Manager twice monthly Project Status Reports, and a final Project Status Report for such T&M Consulting Services that, in addition to the relevant information required under the Statement of Work, details on a “budgeted” and “actual” basis, the amount of fees, and the cost of materials purchased. In no event shall Contractor accrue fees, costs and expenses in excess of the Pool Dollars allocated to such Change Order without written approval of the County Project Manager and the written concurrence of County Counsel.

6.5 DIRECTED WORK

In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay the undisputed portion of such fees in accordance with the procedures set forth in [Paragraph 8.1 \(General\)](#) and [Paragraph 10.0 \(Invoices and Payments\)](#).

6.6 AUDIT OF CHANGE ORDER WORK

County is entitled to audit, in accordance with [Paragraph 42.0 \(Records, Audits and Public Records Act\) of Exhibit A \(Additional Terms and Conditions\)](#), Contractor’s compliance with [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) in respect of Work performed pursuant to any executed Change Order or Amendment.

7.0 TERM

7.1 DEFINITION OF TERM

The Term of this Agreement shall commence upon the Effective Date and shall continue through completion of [Task 10 \(Phase II Full Implementation Plan\) of Exhibit B \(Statement of Work\)](#), as evidenced by Contractor’s receipt from County of the Pilot System Acceptance Certificate, unless terminated earlier in whole or in part, as provided in this Agreement (“Initial Term”). At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to five (5) additional consecutive one (1) year terms (“Option Term”); provided that if County elects not to exercise its option to extend at the end of the Initial Term, or an Option Term, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without

further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Option Term, as applicable, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 7. As used herein, the word “Term” shall mean the Initial Term and, if extended, the Option Term and all Work required therein through the end of such Term.

7.2 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Term as provided herein above. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address set forth in [Attachment A.1 \(County's Administration\) of Exhibit A \(Additional Terms and Conditions\)](#).

8.0 PRICES AND FEES

8.1 GENERAL

Attached to this Agreement as [Exhibit C \(Price and Schedule of Payments\)](#) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work commencing upon execution of this Agreement by the Board of Supervisors and continuing up to and including [Task 10 \(Phase II Full Implementation Plan\) of Exhibit B \(Statement of Work\)](#), including the aggregate Maintenance Fees beginning at the termination of the Pilot Warranty Period.

8.2 MAXIMUM CONTRACT SUM

The “Maximum 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 provided by Contractor under this Agreement, including all Pool Dollars allocated for the Term of the Agreement. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed **\$1,494,600** (\$718,509 Phase I Pilot Installation, \$281,491 Pool Dollars, and \$494,600 five year optional Maintenance and Support if so elected by County) and shall be allocated as set forth in [Exhibit C \(Price and Schedule of Payments\)](#), which allocation includes an itemization of the amounts to be paid for, without duplication: (a) Application Software Licenses (b) Baseline Application implementation, (c) Optional Work, including any T&M Consulting Services, (d) Maintenance and Support services, and (e) applicable Taxes, if any. [Exhibit C \(Price and Schedule of Payments\)](#) further includes an itemization of Pool Dollars and the applicable Hourly or Daily Labor Rate(s). Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in any event, not in excess of the Maximum Contract Sum.

Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for T&M Consulting Services, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor also acknowledges that the Specifications set forth in [Exhibit B \(Statement of Work\)](#) and [Exhibits B.1, B.2, B.3 and B.4](#) are functional specifications, and that it is Contractor's risk and responsibility to design, achieve, and timely deliver the System Software.

Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

8.3 MAINTENANCE FEES

[Exhibit C \(Price and Schedule of Payments\)](#) includes the Maintenance Fees payable under the Agreement for Maintenance and Support services to be provided by Contractor during the Term, as defined in [Exhibit D \(Maintenance and Support\)](#). Maintenance Fees cover Maintenance Services and System Support for each annual period for a period of up to five (5) years following the expiration of the Pilot Warranty Period, at the discretion of the County. Maintenance Fees will be invoiced in twelve (12) month increments. Contractor's rates for Maintenance and Support services shall remain firm and fixed, and shall not increase during the Term of the Agreement.

8.4 POOL DOLLARS

[Exhibit C \(Price and Schedule of Payments\)](#) includes the total amount of Pool Dollars allocated by the County for Change Orders or for the purchase by County of Optional Work in accordance with [Paragraph 17.2 \(Optional Work\)](#) ("Pool Dollars"). The total amount of available Pool Dollars may be increased only by executing an Amendment in accordance with [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#).

8.5 ADJUSTMENTS TO HOURLY LABOR RATE AND DAILY LABOR RATE

If elected by County, commencing one (1) year from the expiration of the Pilot Warranty Period, the Hourly Labor Rate and the Daily Labor Rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles – Riverside – Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the anniversary of the Pilot Warranty Period expiration date, which shall be the effective date for any such adjustment. However, any increase shall not exceed the general annual percentage salary change granted to County employees as determined by

County's Chief Executive Office as of the prior July 1. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in the County employee salaries, Contractor acknowledges and agrees that there shall be no corresponding adjustment to the Hourly Labor Rate or the Daily Labor Rate.

8.6 TAXES

The amounts set forth on [Exhibit C \(Price and Schedule of Payments\)](#) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all Application Software and other Work procured by County from Contractor. In addition, County shall be liable for Taxes for Updates and upgrades that are not transmitted to County electronically, but only to the extent such Taxes are required by law. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as set forth on [Exhibit C \(Price and Schedule of Payments\)](#). Contractor shall be solely liable and responsible for, 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, and, accordingly, shall not invoice County for any such Taxes.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, 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 the Board 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 this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated, and such termination shall be deemed a termination for convenience pursuant to [Paragraph 6.0 \(Termination for Convenience\) of Exhibit A \(Additional Terms and Conditions\)](#). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Summary Review, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 SUBMISSION OF INVOICES

Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, including [Exhibit B \(Statement of Work\)](#) and [Exhibit C \(Price and Schedule of Payments\)](#), or any executed Change Orders or Amendments, as applicable, and which have been approved in writing by County pursuant to [Paragraph 5.0 \(Work and System Acceptance\)](#).

10.3 INVOICING OF MAINTENANCE AND SUPPORT

Upon County's election and the written approval of County's Project Director to proceed with Maintenance and Support services commencing upon the expiration of the Pilot Warranty Period, Contractor shall invoice each participating department with respect to the Maintenance Fees, pursuant to [Exhibit D.1 \(Pricing Schedule and Invoicing, Maintenance and Support\)](#)

10.4 INVOICE DETAIL

Each invoice submitted by Contractor shall include:

- 10.4.1 The Tasks, Subtasks, Deliverables, goods, services and other Work as described in this Agreement, including [Exhibit B \(Statement of Work\)](#) and [Exhibit C \(Price and Schedule of Payments\)](#), for which payment is claimed, including a copy of the fully executed Task/Deliverable Summary Review evidencing County Project Director's approval of such Work, and the amount of payment therefore;
- 10.4.2 If the invoice is for Fixed Price Services, Additional Products or for any other Work for which Pool Dollars and a fixed price Change Order will be utilized, a copy of the applicable executed Change Order, executed by the applicable representative of County (see [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#)), a copy of the fully executed Task/Deliverable Summary Review evidencing County Project Director's approval of such Work, and any additional supporting documentation reasonably requested by County. If applicable, the invoice further shall include the cumulative amount of Pool Dollars charged to County to date and the remaining Pool Dollars available for use in connection with this Agreement generally;
- 10.4.3 If the invoice is for T&M Consulting Services, a copy of the applicable Change Order executed by the applicable representative of County (see [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#)), a copy of the applicable final Project Status Report, a statement of all fees accrued calculated using the Hourly Labor Rate or Daily Labor Rate, as

applicable, Contractor's costs for materials purchased (on an item-by-item basis), a copy of the fully-executed Task/Deliverable Summary Review evidencing Contractor's completion of such Work and County Project Director's approval of such Work and any additional supporting documentation reasonably requested by County. The invoice further shall include, if applicable, the cumulative amount of Pool Dollars charged to County to date for the particular T&M Consulting Services, as well as the cumulative amount of Pool Dollars charged under this Agreement, and the remaining Pool Dollars available for use in connection with this Agreement generally;

- 10.4.4 If the invoice is for Maintenance and Support services, a statement by Contractor that a Task/Deliverable Summary Review is not applicable for this reason; and
- 10.4.5 Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement or, if for T&M Consulting Services to be completed after Pilot System Acceptance, the cumulative Holdback Amount accrued under the applicable executed Change Order.

10.5 HOLDBACKS

Except for invoices for Maintenance Fees, County will hold back twenty percent (20.00%) of the dollar amount of each invoice ("Holdback Amount"), approved by County, including invoices for Change Orders. Other than for Change Orders that the parties intend will be completed after Pilot System Acceptance, twenty-five percent (25%) of the aggregate Holdback Amount will be due and payable to Contractor following Pilot System Acceptance, and the remaining seventy-five percent (75%) of the aggregate Holdback Amount will be due and payable to Contractor at the conclusion of the Pilot Warranty Period, subject to adjustment for any amounts owed to County by Contractor, including any amounts arising from [Paragraph 10.7 \(Invoice Discrepancy Report\)](#) and [Paragraph 10.6 \(County's Right to Withhold\)](#) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder. As to Change Orders that are to be completed after Pilot System Acceptance, the aggregate Holdback Amount for such Change Order will be due and payable to Contractor upon final acceptance by County of the Work provided under such Change Order.

10.6 NO PARTIAL OR PROGRESS PAYMENTS

Contractor shall be entitled to payment in respect of any Task, Subtask or Deliverable or other Work, only upon successful completion by Contractor and approval by County of such Task, Subtask or Deliverable or other Work. Except

with regard to Maintenance and Support services and permissible T&M Consulting Services, no partial or progress payments towards anticipated or substantial completion of Tasks, Subtask or Deliverables or other Work, will be made under this Agreement.

10.7 INVOICE DISCREPANCY REPORT

County Project Director or designee shall review all invoices for any discrepancies and issue an "[*Invoice Discrepancy Report*](#)" ("*IDR*"), a form of which is attached hereto as [*Exhibit E \(Invoice Discrepancy Report\)*](#), to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.8 COUNTY'S RIGHT TO WITHHOLD

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 SYSTEM ENVIRONMENT REQUIREMENTS

Under [*Subtask 1.3 \(Conduct Technology Assessment\) of Exhibit B \(Statement of Work\)*](#), Contractor is required to provide a Technology Assessment Report, which shall include minimum requirements for the System Environment (also documented in [*Exhibit B.4 \(System Environment Requirements\)*](#)), including System Hardware, Operating Software and System Network configuration, that shall be Compatible (as defined below) with the System Software, including any Software Modifications and Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the System Software. The Technology Assessment Report shall include version Compatibility and provide Specifications for implementing the System Environment in order to achieve Compatibility with the System Software, along with recommended System Hardware make and model numbers, which shall be consistent with all specifications specified in [*Exhibit B.3 \(Technical Requirements\)*](#). Contractor may request to inspect County's implementation of the System Environment. As used in this Agreement, "[*Compatible*](#)" or "[*Compatibility*](#)" means that the applicable components of System Environment as set forth in the Technology Assessment Report are capable of supporting, operating and otherwise performing all anticipated functions of such System Environment components, as the case may be, when used in conjunction with the System Software, including any configurations, Interfaces, Updates and Software Modifications thereto.

12.0 THIRD PARTY SOFTWARE

Contractor's use of Third Party Software as part of the Application Software in order to satisfy the requirements of this Agreement with respect to the System is subject to the provisions of this [Paragraph 12.0 \(Third Party Software\)](#) as specified below.

- 12.1 Contractor hereby represents and warrants that none of the Application Software, other than any Third Party Software provided by Contractor under the Agreement in order to meet the Specifications, is owned by third parties. Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of this Agreement without the need for any modification of Third Party Software by Contractor or otherwise.
- 12.2 County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (a) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (b) to the extent that Contractor is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in the sole determination of County Project Director or designee, in lieu of modifying such Third Party Software.

13.0 OWNERSHIP AND LICENSE

13.1 OWNERSHIP

County acknowledges that all proprietary and intellectual property rights, title and interest, including copyright, in and to the original and copies of the Application Software and the Documentation provided to County pursuant to this Agreement, other than Third Party Software (which shall remain the property of the applicable third party, subject to County's License), or any changes or modifications to such Application Software by Contractor are and shall remain the exclusive property of

Contractor, and all such Application Software is subject to the License granted to County pursuant to this [Paragraph 13.0 \(Ownership and License\)](#).

County releases all proprietary and intellectual property rights, title and interest, including copyright, in and to all Custom Programming modifications, Interfaces and Customizations ("[Application Modifications](#)") to Contractor, subject to Contractor's incorporation of said Application Modifications into the Application Software in perpetuity and subject to Contractor's provision of Maintenance and Support for the Application Software, as required by this Agreement and [Paragraph 17.0 \(Maintenance and Support and Optional Work\)](#), inclusive of such Application Modifications and any Updates to Application Software, to County in exchange for County's full consideration therefor.

13.2 LICENSE

Subject to [Paragraph 13.1 \(Ownership\)](#), Contractor grants to County, effective upon the Effective Date, and except as limited by [Paragraph 13.3 \(Fully-Paid License\)](#), a perpetual, nonexclusive, irrevocable license ("License"):

- 13.2.1 To use, install, integrate with other software, operate and execute the Application Software on an unlimited number of computers, servers, local area networks and wide area networks at the Pilot Sites for use by an unlimited number of users;
- 13.2.2 To archive and make sufficient numbers of copies of the System Application Software as is necessary for County to enjoy and exercise fully its rights under this Agreement and the License;
- 13.2.3 To use, modify, copy and display the Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- 13.2.4 For the purpose of modifying existing reports, creating new reports, and creating or modifying interfaces for transferring data to and from other systems, to access Application Software Source Code and use, copy, modify, and create derivative works from the relevant portions of such Source Code, which Source Code will be provided pursuant to [Paragraph 15.0 \(Source Code\)](#);
- 13.2.5 To use, modify, copy, translate and compile the Source Code as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License; provided, however, that without limiting the rights granted pursuant to [Paragraph 15.0 \(Source Code\)](#), County covenants and agrees that it shall not exercise any of the rights contained in this [Paragraph 13.2.5](#) unless and until the occurrence

of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to [Paragraph 15.0 \(Source Code\)](#); and

- 13.2.6 To permit third party access to the Application Software, Documentation, 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 Maintenance and Support services, Fixed Price Services, T&M Consulting Services or other business use or support of the Application Software; provided, however, County covenants and agrees that it shall not exercise any of the rights contained in this [Paragraph 13.2.6](#) unless and until the occurrence of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to [Paragraph 15.0 \(Source Code\)](#).

13.3 FULLY-PAID LICENSE

Upon (a) the date of Pilot System Acceptance and (b) County's payment to Contractor of all approved invoiced amounts for [Tasks 1 through 8 of Exhibit B \(Statement of Work\)](#), including the Baseline Application License, Baseline Application configuration and implementation, Customizations, Baseline Interfaces, training and other Work required to be provided pursuant to this Agreement prior to the Pilot System Acceptance ("[Pilot Installation Cost](#)"), this License is and shall be a fully paid, irrevocable License to the Application Software and the Source Code as a whole, in each case, as modified by the Work performed under this Agreement, which License survives the termination or expiration of this Agreement for any reason.

13.4 DELIVERY OF SOURCE CODE

From time to time within ten (10) days of any notice by County to Contractor, Contractor shall deliver to County Project Manager, the relevant portions of the Source Code to meet County's request, as reasonably determined by Contractor but subject to County review, necessary or useful to County's exercising of its License rights pursuant to this [Paragraph 13.0 \(Ownership and License\)](#).

14.0 PRODUCTION USE OF THE SYSTEM

Following Application Software installation by Contractor and prior to the Pilot System Acceptance by County, County shall have the right to use, in Production Use mode, any completed portion of the System Software, without any additional cost to County if County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Pilot System Acceptance of the System.

15.0 SOURCE CODE

15.1 SELF ESCROW

As soon as available and continuously during the Term of the Agreement, Contractor shall deposit with County the Source Code for all Application Software, including all Application Modifications, and any other modifications or alterations to the Application Software, other than the Third Party Software. In addition, Contractor shall also deposit with County the Source Code for any and all Updates to the Application Software, other than to Third Party Software, promptly after delivery to County, for any reason whatsoever, of the corresponding object code. Contractor's duty to deposit the Source Code with County shall continue throughout the Term. Contractor shall keep all Source Code for the Application Software, other than Third Party Software, current and equivalent to the Application Software, other than Third Party Software, then being executed and utilized by County. Except as provided in [Paragraph 15.2 \(Release Conditions\)](#) and [Paragraph 15.3 \(County's Right to Verify Source Code\)](#), County shall hold the Source Code in strict confidence and not use it for any purpose unless one of the conditions described in [Paragraph 15.2 \(Release Conditions\)](#) has occurred which would permit County to use the Source Code as provided in [Paragraphs 13.2.5 and 13.2.6](#).

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, during the Term, Contractor shall deliver to County a new copy of all deposited Source Code at least once every three (3) years. In the event the Source Code or any part of it is destroyed or corrupted, upon County Project Director's request, Contractor shall provide a replacement copy of the Source Code. Contractor shall deliver the replacement copy of the Source Code within thirty (30) days of receipt of County Project Director's written request. County shall pay to Contractor the actual cost of the replacement copy media, or provide Contractor with the copy media.

15.2 RELEASE CONDITIONS

Upon the occurrence of any of the events identified below (collectively "Release Conditions"), County shall be granted access to the Source Code and shall have the right to exercise its License rights provided in [Paragraphs 13.2.5 and 13.2.6](#), at no cost to County.

15.2.1 The occurrence of an event that would give rise to County's ability to terminate pursuant to [Paragraph 4.0 \(Termination for Insolvency\) of Exhibit A \(Additional Terms and Conditions\)](#);

- 15.2.2 The occurrence of an event that would give rise to County's ability to terminate this Agreement, as a whole, or Maintenance and Support services pursuant to [Paragraph 5.0 \(Termination for Default\) of Exhibit A \(Additional Terms and Conditions\)](#);
- 15.2.3 Contractor ceases to do business without a permitted successor, or if there is such a successor, before such successor commences to continue Contractor's business; or
- 15.2.4 Contractor ceases to provide, other than for nonpayment by County, Maintenance and Support services pursuant to [Paragraph 17.0 \(Maintenance and Support and Optional Work\)](#).

In the event of a claim to the Source Code under this [Paragraph 15.2 \(Release Conditions\)](#), County shall provide Contractor with a written notice outlining the facts upon which County bases its claim that a Release Condition has occurred, following which Contractor shall have twenty (20) days to dispute the release of the Source Code. If Contractor does not notify County within twenty (20) days of County's notice that Contractor disputes the basis for County's claim that a Release Condition has occurred, then County is entitled to utilize any or all of the Source Code in the manner set forth in [Paragraphs 13.2.5 and 13.2.6](#) and [Paragraph 15.4 \(Use and Possession of Source Code\)](#). Contractor may contest County's right to use the Source Code pursuant to the Dispute Resolution Procedure, other than judicial proceedings as provided in [Paragraph 2.0 \(Dispute Resolution Procedure\) of Exhibit A \(Additional Terms and Conditions\)](#), which process, if invoked, shall stay County's right to utilize the Source Code unless and until there has been a resolution of such dispute in accordance with the Dispute Resolution Procedure and the remainder of this [Paragraph 15.0 \(Source Code\)](#). If the Dispute Resolution Procedures result in disagreement as to whether a basis exists for any claim by County to the Source Code, and the County Project Director continues to believe that such a basis does exist, then the County Project Director may, in the County Project Director's sole discretion, give notice of such belief to Contractor, in which event County may, at any time on or after a date that is seven (7) days after the giving of such notice, utilize any or all of the Source Code in the manner set forth in [Paragraphs 13.2.4, 13.2.5 and 13.2.6 and Paragraph 15.4 \(Use and Possession of Source Code\)](#).

15.3 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether one of the Release Conditions occurs, County shall have the right to verify the relevance, completeness, currency, accuracy and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable Application Software. In the event such testing demonstrates that the Source Code does not correspond to the applicable Application Software, Contractor shall reimburse

County for all costs and fees incurred in the testing and immediately deposit the correct Source Code.

15.4 USE AND POSSESSION OF SOURCE CODE

Subject to the provisions of [Paragraphs 13.2.4, 13.2.5 and 13.2.6](#), 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. County may use Source Code for the sole purpose as it is licensed hereunder, including maintaining the System. When Source Code is not in use, County agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, County shall limit access solely to its authorized employees and consultants who have a need to know in order to support the System.

16.0 PILOT WARRANTY OBLIGATIONS

16.1 WARRANTY

Contractor represents, warrants, and covenants to County that, commencing on the date of Pilot System Acceptance and continuing for a minimum of ninety (90) days thereafter ("[Pilot Warranty Period](#)"), the System Software, taken as a whole, including all Application Modifications, shall perform fully in accordance with the Specifications, including System Requirements and Documentation, or any amendments thereto, and without Deficiencies that remain uncured. All Deficiencies reported during the Pilot Warranty Period shall be corrected in accordance with [Task 9 \(Pilot System Warranty Support\) of Exhibit B \(Statement of Work\)](#), at no cost to County. Without limiting the foregoing, during the Pilot Warranty Period, Contractor shall correct any and all Deficiencies in the System Software, including, but not limited to, supplying County with corrective or replacement codes and/or programs and making such additions, modifications or adjustments to the System Software as may be necessary to keep the System operating in conformance with the Specifications. Should any Deficiencies persist at the end of the ninety (90) day period, the Pilot Warranty Period shall be extended until all such Deficiencies have been corrected.

16.2 PILOT SYSTEM WARRANTY SUPPORT

Commencing with Cutover to Production, and continuing through the end of the Pilot Warranty Period, Contractor shall provide "[Pilot System Warranty Support](#)" services in accordance with [Task 9 of Exhibit B \(Statement of Work\)](#). Contractor shall provide, and County shall have discretion to implement, at least one system version upgrade, if available, inclusive of all Application Modifications to date, representative of all enhancements, patches, and/or bug fixes processed to-date, to County at no additional cost.

17.0 MAINTENANCE AND SUPPORT AND OPTIONAL WORK

17.1 MAINTENANCE AND SUPPORT

If elected by County and upon County's commitment to pay applicable Maintenance Fees specified in [Exhibit C \(Price and Schedule of Payments\)](#), Contractor shall provide "[Maintenance and Support](#)" to County consisting of Maintenance Services and System Support, as specified below and as further specified in [Exhibit D \(Maintenance and Support\)](#) for the period commencing upon expiration of the Pilot Warranty Period through the remainder of the Term.

17.1.1 Maintenance Services

"[Maintenance Services](#)" shall include provision of Updates to keep current with Contractor's technology standards, industry standards, upgrades, enhancements, updates, regulatory and statutory changes, patches, bug fixes and other updates to the Application Software, including all Application Modifications provided by Contractor to its general customer base, required to maintain the Application Software conformance with the Specifications, including Compatibility amongst all components and modules of the System, and as may be provided by Contractor upon County's request. Installation of each Update shall be subject to prior written approval of County Project Director. Contractor's provision of and assistance in the installation of any Updates to the Application Software shall be at no additional cost beyond the Maintenance Fees.

17.1.2 System Support

As part of "[System Support](#)" services under this Agreement, Contractor shall (i) provide operational support for the System, including without limitation, support through a Help Desk, (ii) correct any and all Deficiencies, and (iii) provide Updates to the System Software in order to achieve Compatibility between Application Software and System Environment.

In the event that (i) the System fails to meet the System Requirements relating to System performance or the System components are not all Compatible amongst each other and (ii) County, upon recommendation by Contractor, upgrades, repairs or replaces any of the System Environment components without remedying the resulting Deficiency, Contractor shall reimburse County for any and all amounts expended by County based on Contractor recommended System Environment upgrade to remedy such Deficiency.

Without limiting any rights or remedies of County under this Agreement or at law or in equity, and except as may be required pursuant to [Paragraph 8.2 \(Transition Services\) of Exhibit A \(Additional Terms and Conditions\)](#), Contractor's obligation to provide Maintenance and Support services shall cease concurrently with a release of Source Code to County pursuant to [Paragraph 15.2 \(Release Conditions\)](#).

17.2 OPTIONAL WORK

17.2.1 Fixed Price Services

Subject to [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#), upon the written request of County Project Director made at any time, and from time to time during the Term, Contractor shall provide to County "[Fixed Price Services](#)" requested by County Project Director, including (i) Software Modifications for creating new functionality, and customizations, modifications and custom interfaces not required prior to the Pilot System Acceptance, and (ii) Professional Services, including consulting and training, outside the scope of [Tasks 1 through 8 of Exhibit B \(Statement of Work\)](#) and the Maintenance and Support obligations of Contractor. Fixed Price Services shall utilize and be capped by the available Pool Dollars. In no event shall County be obligated to pay in excess of the then available Pool Dollars for Fixed Price Services, nor shall Contractor be required to perform any Fixed Price Services for which there are no Pool Dollars available to pay Contractor.

Fixed Price Services, including Software Modifications and Professional Services, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) and will be provided on a fixed price basis with a not to exceed Maximum Fixed Price.

Upon County's request for Fixed Price Services, Contractor shall provide to County, within seven (7) days of receipt of such request, a proposed Change Order containing a written quotation of a Maximum Fixed Price, the recommended Contractor's staff levels and any other information or documentation requested by County under [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#).

Upon completion, delivery and acceptance by County of any Software Modifications, such Software Modifications shall become part of and be included in the System Software.

17.2.2 T&M Consulting Services

Upon County's request and written approval, T&M Consulting Services may be provided by Contractor to County only for the following types of services: (a) training in the use of Software Modifications, and (b) Contractor staff support during implementation or installation of Software Modifications. The Work described in clauses (a) and (b) collectively referred to as "T&M Consulting Services".

17.2.3 Additional Products

Subject to [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#), upon the written request of County Project Director made at any time, and from time to time during the Term, Contractor shall provide to County "Additional Products" requested by County Project Director, including software, tools and other products relating to System Software, outside the scope of the Specifications for System Software. Additional Products shall utilize and be capped by the available Pool Dollars. In no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Products, nor shall Contractor be required to provide any Additional Products for which there are no Pool Dollars available to pay Contractor.

Additional Products shall be treated by the parties as a change requiring the execution of a Change Order pursuant to [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) and will be provided on a fixed price basis with a not to exceed Maximum Fixed Price.

Upon County's request for Additional Products, Contractor shall provide to County, within seven (7) days of receipt of such request, a proposed Change Order containing a written quotation of a Maximum Fixed Price and any other information or documentation requested by County under [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#). Approval of the Change Order and of the Work to be provided thereunder shall be in accordance with [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#).

Upon completion, delivery and acceptance by County of any Additional Products, such Additional Products shall become part of and be included in the System Software.

18.0 CONTINUOUS PRODUCT SUPPORT

If Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, the System Software is not supported to at least the

same level that Contractor supported the System Software as determined by County Project Director (because, for example, Contractor's permitted assignee chooses to support other products in preference to the products licensed herein) or, absent any assignment or transfer, if County, upon eighteen (18) months prior written request by Contractor and at County's sole discretion, waives Contractor's obligation to continue providing Maintenance and Support services in respect of the System Software under [Paragraph 17.1 \(Maintenance and Support\)](#) (if for example, Contractor generally is ceasing support of the product), then in either instance County, at its option and without limiting or altering its License rights or rights to the Application Software Source Code, County may elect to transfer the License, without cost or penalty, to another similar product ("[Replacement Product](#)") within Contractor's, or Contractor's permitted assignee's, if applicable, product offering. The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this [Paragraph 18.0 \(Continuous Product Support\)](#). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the license to a Replacement Product:

- 18.1 Contractor, or permitted assignee, shall, at no cost to County, provide License for and implement the Replacement Product in County's System Environment, convert and migrate all of County's System data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
- 18.2 Any prepaid Maintenance Fees for Maintenance and Support of System Software 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 moneys are greater than the Replacement Product's Maintenance Fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;
- 18.3 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional direct cost to County or users;
- 18.4 Any and all units of the Replacement Product or otherwise offered separately, and needed to match the original System Software's level of functionality or Specifications, as determined by County's Project Director, shall be supplied by Contractor's permitted assignee without additional cost or penalty and shall not affect the calculation of any Maintenance Fees;
- 18.5 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- 18.6 The definition of System Software shall then include the Replacement Product.

19.0 CORRECTION OF DEFICIENCIES

19.1 DEFICIENCIES

As used herein, the term “Deficiency” shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of any Work provided hereunder; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the System Software, in whole or in part, not performing in accordance with the provisions of this Agreement, including the Statement of Work and the Specifications, and any executed Change Order or Amendment, as determined by County Project Director, in County Project Director’s sole discretion.

19.2 CORRECTIVE MEASURES

Upon Contractor's discovery of any Deficiency, Contractor shall promptly commence corrective measures to resolve such Deficiency. Upon notice of any Deficiency (either orally, in writing, or electronically) from County, Contractor shall commence corrective measures to resolve such Deficiency in accordance with [Paragraphs 19.2.1 through 19.2.4](#) below.

Contractor shall resolve each Deficiency, whether discovered by Contractor or reported by County, in accordance with [Paragraphs 19.2.1 through 19.2.4](#) below. The time during which Contractor must resolve each Deficiency shall start tolling when either (1) Contractor discovers the Deficiency, or (2) County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor’s entering it into Contractor maintained incident reporting system, and shall end when Contractor submits resolution of such Deficiency to County Project Director for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County’s approval thereof.

19.2.1 For any Severity Level 1 Deficiency, as determined by County Project Director in accordance with [Exhibit B \(Statement of Work\), Attachment A, \(Severity Level Definitions\)](#) and subject to Exhibit A (Additional Terms and Conditions), [Paragraph 2.0 \(Dispute Resolution Procedure\)](#), upon notice from County, Contractor shall commence corrective action to resolve the Deficiency within one (1) hour during Normal Business Hours and within two (2) hours outside of Normal Business Hours. Contractor shall complete correction of the Deficiency within eight (8) hours.

19.2.2 For any Severity Level 2 Deficiency, as determined by County Project Director in accordance with [Exhibit B \(Statement of Work\), Attachment A,](#)

[\(Severity Level Definitions\)](#) and subject to [Exhibit A \(Additional Terms and Conditions\), Paragraph 2.0 \(Dispute Resolution Procedure\)](#), upon notice from County, Contractor shall commence corrective action to resolve the Deficiency within four (4) hours, whether during Normal Business Hours or outside of Normal Business Hours. Contractor shall complete correction of the Deficiency within sixteen (16) hours.

19.2.3 For any Severity Level 3 Deficiency, as determined by County Project Director in accordance with [Exhibit B \(Statement of Work\), Attachment A, \(Severity Level Definitions\)](#) and subject to [Exhibit A \(Additional Terms and Conditions\), Paragraph 2.0 \(Dispute Resolution Procedure\)](#), upon notice from County, Contractor shall commence corrective action to resolve the Deficiency within four (4) hours during Normal Business Hours and by the next business day if outside of Normal Business Hours. Contractor shall complete correction of the Deficiency within seven (7) calendar days.

19.2.4 For any Severity Level 4 Deficiency, as determined by County Project Director in accordance with [Exhibit B \(Statement of Work\), Attachment A, \(Severity Level Definitions\)](#) and subject to [Exhibit A \(Additional Terms and Conditions\), Paragraph 2.0 \(Dispute Resolution Procedure\)](#), upon notice from County, Contractor shall commence corrective action to resolve the Deficiency, if specifically requested to do so at the time of notification, within one (1) business day. Contractor shall complete correction of the Deficiency within the earlier of the next version release or twelve (12) months.

Notwithstanding [Paragraphs 19.2.1 through 19.2.4](#) above, if it is not technically feasible to correct such Deficiency within the required timeframe, then Contractor shall immediately submit to County a written corrective action plan which shall minimally include a description of the original Deficiency encountered, why Contractor was not able to correct the Deficiency within the required timeframe, proposed corrective action, and the expected time for Deficiency resolution. As time is of the essence, Contractor agrees to use its best efforts to correct any Deficiencies as expeditiously as possible.

Contractor acknowledges that, as part of corrective measures to resolve a Deficiency, Contractor may be required to repair, replace or reinstall all or any part of the System Software, provide other material, or update the System, including but not limited to System Environment, for purposes of maintaining Compatibility within the System, in order to remedy such Deficiency.

19.7 APPROVAL

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in

accordance with the procedures set forth in [Paragraph 5.0 \(Work and System Acceptance\)](#).

20.0 LIQUIDATED DAMAGES

- 20.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at sole option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed in accordance with the requirements of this Agreement. Information regarding the Work performed deficiently or not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.
- 20.2 If the County Project Director determines that there are deficiencies in Contractor's performance of this Agreement, including Contractor's failure to commence or resolve a System Deficiency within the maximum resolution time prescribed for the applicable Severity Level of such Deficiency (as specified in [Paragraph 19.0 above, or as mutually agreed to by the parties as documented in Contractor's corrective action plan](#)), or Contractor's failure to complete any required task in a timely manner in accordance with the applicable Project Plan or Project Control Document, and Contractor fails to correct such deficiency within the time frame specified by County Project Director in a written notice to Contractor or the prescribed maximum resolution time (if applicable), then County Project Director may:
- 20.2.1 Deduct from Contractor's payment, pro rata, the applicable portions of the monthly amounts due to Contractor; and/or
- 20.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as may further be defined in [Attachment C.2 \(Performance Requirements Summary\) of Exhibit C \(Price and Schedule of Payments\)](#) and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- 20.2.3 Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate

source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

- 20.3 The action noted in [Paragraph 20.2](#) shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 20.4 This [Paragraph 20.0 \(Liquidated Damages\)](#) shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or [Paragraph 20.2](#), and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

21.0 CONTRACTOR'S OFFICES.

Contractor's business offices are located at: 50 Corporate Park, Irvine, California 92606. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

22.0 NOTICES

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: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) 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; or (d) by overnight commercial carrier, with signed receipt. Notice is 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, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
 Scott Goodwin, AESS Project Director
 12440 East Imperial Highway, 400W
 Norwalk, California 90650
 Fax: 323-415-6599

With a copy to:

(2) Los Angeles County Sheriff's Department
 Assistant Director, Contracts Unit

4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Fax: 323-415-6874

To Contractor: (1) Principal Decision Systems International
Attention: Martha Strittmater
Fax: 714-703-2795

With a copy to:

(2) Principal Decision Systems International
Attention: Kathryn Prancevic
Fax: 714-703-3009

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

23.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

24.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 6, 9, 11, 13, 14, 15, 16, 17, 20, 21, 22 and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

* * * * *

[Following Page for Execution]

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PRINCIPAL DECISION SYSTEMS INTERNATIONAL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

PRINCIPAL DECISION SYSTEMS
INTERNATIONAL

Signed: _____
Printed: Greg Ekstrom
Title: President

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

By Michelle Jackson
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

TABLE OF CONTENTS

Page

1.0	SUBCONTRACTING.....	1
2.0	DISPUTE RESOLUTION PROCEDURE.....	3
3.0	CONFIDENTIALITY.....	5
4.0	TERMINATION FOR INSOLVENCY.....	6
5.0	TERMINATION FOR DEFAULT.....	6
6.0	TERMINATION FOR CONVENIENCE.....	7
7.0	TERMINATION FOR IMPROPER CONSIDERATION.....	8
8.0	EFFECT OF TERMINATION.....	10
9.0	INDEMNIFICATION.....	10
10.0	WARRANTY AGAINST CONTINGENT FEES.....	10
11.0	AUTHORIZATION WARRANTY.....	10
12.0	GENERAL WARRANTIES.....	11
13.0	INSURANCE AND PERFORMANCE SECURITY.....	13
14.0	INTELLECTUAL PROPERTY INDEMNIFICATION.....	16
15.0	BUDGET REDUCTIONS.....	17
16.0	FORCE MAJEURE.....	17
17.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	17
18.0	COMPLIANCE WITH APPLICABLE LAW.....	19
19.0	FAIR LABOR STANDARDS.....	20
20.0	NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCES.....	20
21.0	NONDISCRIMINATION IN SERVICES.....	21
22.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	22

TABLE OF CONTENTS
(continued)

	<u>Page</u>
23.0 HIRING OF EMPLOYEES	22
24.0 CONFLICT OF INTEREST.	23
25.0 RE-SOLICITATION OF BIDS, PROPOSALS OR INFORMATION.	23
26.0 RESTRICTIONS ON LOBBYING.....	23
27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	24
28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	24
29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST	24
30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S CHILD SUPPORT ENFORCEMENT	24
31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.	25
32.0 RECYCLED-CONTENT PAPER.....	25
33.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	25
34.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	27
35.0 ACCESS TO COUNTY FACILITIES	27
36.0 COUNTY FACILITY OFFICE SPACE	27
37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.	28
38.0 PHYSICAL ALTERATIONS	28
39.0 FEDERAL EARNED INCOME TAX CREDIT	28
40.0 ASSIGNMENT BY CONTRACTOR.	28
41.0 INDEPENDENT CONTRACTOR STATUS.....	29
42.0 RECORDS, AUDITS, AND PUBLIC RECORDS ACT.	30

TABLE OF CONTENTS
(continued)

Page

43.0	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES	32
44.0	NO THIRD PARTY BENEFICIARIES	32
45.0	MOST FAVORED PUBLIC ENTITY	32
46.0	COUNTY’S QUALITY ASSURANCE PLAN.....	32
47.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/ON RE-EMPLOYMENT LIST	33
48.0	CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM.....	33
49.0	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT	33
50.0	SAFELY SURRENDERED BABY LAW.	33
51.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	34
52.0	NOTICE OF DELAY.....	34
53.0	WAIVER.....	35
54.0	GOVERNING LAW, JURISDICTION, AND VENUE	35
55.0	SEVERABILITY	35
56.0	RIGHTS AND REMEDIES	36
57.0	FACSIMILE	36
58.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	36

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the body of the Agreement.

1.0 SUBCONTRACTING

1.1 GENERAL

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor, except in accordance with the procedures set forth in this Paragraph 1.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 PROCEDURE FOR SUBCONTRACTING

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall provide a notice to County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor, which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

- i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in sole discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 1.2.4 on or immediately after the effective date of the subcontract, but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Employee Acknowledgment, Confidentiality, and Copyright Assignment (see Exhibit G2 (Contractor Employee Acknowledgment, Confidentiality & Copyright Assignment Agreement)) for each of subcontractor's employees performing Work under the subcontract, with such changes as are approved in advance by County Project Director in writing. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 CONTRACTOR RESPONSIBILITIES

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to

have assumed and agreed to be bound by each and all of the provisions of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 GENERAL

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 CONTINUED WORK

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

- 2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall

promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 DISPUTE RESOLUTION PROCESS

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 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 the Agreement and its rights and remedies as provided by law.

2.4 DOCUMENTATION OF DISPUTE RESOLUTION

All disputes utilizing the 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 Paragraph 2.3 (Dispute Resolution Process), 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.

2.5 NOT APPLICABLE TO COUNTY'S RIGHT TO TERMINATE

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraphs 4.0 (Termination for Insolvency), 5.0 (Termination for Default), 6.0 (Termination for Convenience) or 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any

other termination provision under the Agreement, shall not be subject to the 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 Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 GENERAL

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 3.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 make any admission, in each case, on behalf of County without County's prior written approval.
- 3.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- 3.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 3.5 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

- 3.6 Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor 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 debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Paragraph 4.0 shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by 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 the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 EVENT OF DEFAULT

County may, upon written notice to Contractor, terminate the whole or any part of the Agreement if Contractor materially breaches the Agreement, Contractor fails to perform or provide any Work, including System Software implementation, Maintenance and Support services and Optional Work, within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0, or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 DEEMED TERMINATION FOR CONVENIENCE

If, after County has given notice of termination under the provisions of this Paragraph 5.0, it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0, or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, except that no additional notice shall be required to effect such termination.

5.3 COMPLETION OF WORK

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0, County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3, any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 TERMINATION FOR CONVENIENCE

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 NO PREJUDICE; SOLE REMEDY

Nothing in this Paragraph 6.0 is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon **written** notice to Contractor, immediately terminate the right of Contractor to proceed under the 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 the 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 the 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.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

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

8.0 EFFECT OF TERMINATION

8.1 REMEDIES

In the event that County terminates the Agreement in whole or in part as provided in Paragraphs 4.0 (Termination for Insolvency), 5.0 (Termination for

Default), 6.0 (Termination for Convenience) or 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work in progress in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 20.0 (Liquidated Damages) of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 TRANSITION SERVICES

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price and Schedule of Payments) and **the** agreed upon maximum amount, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that

County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2, Contractor shall provide to the County Project Director, upon the County Project Director, request documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 REMEDIES NOT EXCLUSIVE

The rights and remedies of County set forth in this Paragraph 8.0 are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents (**collectively "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), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement. Notwithstanding the foregoing, in no event shall Contractor be responsible for indemnifying or defending County for claims arising out of the negligence of any County Indemnatee, or arising from or related to County's employment, scheduling or personnel decisions.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 GENERAL WARRANTIES

In addition to Contractor's warranties elsewhere in this Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

- 12.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) 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; (c) County is entitled to use the Application Software without interruption of use; (d) the Agreement and the Application Software 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; (e) during the Term, Contractor shall not subordinate the 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 Application Software, and any part thereof, in accordance with the Agreement; (f) there is no litigation, dispute, claim, proceeding or other action pending, or to Contractor's knowledge, threatened against Contractor or in respect of the Application Software, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the Application Software in accordance with the Agreement will in any way violate any non-disclosure agreement, nor, to the Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.
- 12.2 Contractor bears the full risk of loss due to total or partial destruction of all or any part of the Application Software acquired from Contractor, as applicable, until the date of Pilot System Acceptance.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with all descriptions and representations (including, but not limited to, the Specifications, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW and this Agreement.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 All Documentation developed or provided under the Agreement shall be uniform in appearance.

- 12.6 The Application Software shall be fully Compatible with, and shall fully integrate, perform and function with, the System Environment, in each case, that conforms to the specifications set forth in the System Requirements.
- 12.7 All System components shall interface and be Compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in the Agreement, including System Requirements.
- 12.7 Updates that are provided pursuant to Contractor's obligation to provide Maintenance Services will be Compatible with the System Hardware and the Operating Software, or Contractor will provide backward functionality to maintain such Compatibility.
- 12.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System Software or any component of the System Software (including the Baseline Application and Software Modifications) through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively a "Disabling Device"), 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 accessibility of the System Software or any component of the System Software (including the Baseline Application and Software Modifications) by County or any user or which could alter, destroy, or inhibit the use of the System Software, any component of the System Software (including the Baseline Application and Software Modifications), or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component of the System Software (including the Baseline Application and Software Modifications) provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the System Software (including the Baseline Application and Software Modifications) to contain any Disabling Device.
- 12.9 Contractor shall support all System Software components licensed to County hereunder for the Term.
- 12.10 Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

13.0 INSURANCE AND PERFORMANCE SECURITY

13.1 GENERAL INSURANCE REQUIREMENTS

County of Los Angeles
Sheriff's Department
Fire Department
Probation Department

AESS
Exhibit A

Without limiting Contractor's indemnification of County and the County Indemnitees, 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 Paragraphs 13.1 ,13.2, and 13.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "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.

13.1.1 Evidence of Coverage and Notice to County

- 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:

Contract Compliance Manager
Sheriff's Department Contract Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169

and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 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.
- 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

Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- 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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County

13.1.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (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 the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the 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.

13.1.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

13.1.4 Insurer Financial Ratings

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

13.1.5 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other 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.

13.1.6 Waivers of Subrogation

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

13.1.7 Sub-Contractor Insurance Coverage Requirements

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

13.1.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the 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.

13.1.9 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

13.1.10 Application of Excess Liability Coverage

Contractors 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.

13.1.11 Separation of Insureds

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.

13.1.12 Alternative Risk Financing Programs

The 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. The County and its Agents shall be designated as an Additional Covered Party under any approved program

13.1.13 County Review and Approval of Insurance Requirements

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

13.2 INSURANCE COVERAGE

13.2.1 **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:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

13.2.2 **Professional Liability** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 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.

- 13.2.3 **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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 13.2.4 **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 the 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.

13.3 PERFORMANCE SECURITY REQUIREMENTS

- 13.3.1 Contractor shall furnish to County within ten (10) days after Contractor's execution of this Agreement, and in all events prior to the commencement of the Term of this Agreement, an irrevocable Letter of Credit (LOC) for the County of Los Angeles in the amount of \$200,000 (United States currency), and shall be drawn on an institution licensed to transact business in the State of California. Such LOC shall be in the form and substance satisfactory to County's Risk Manager, or County's Treasurer and Tax Collector, as applicable. Such LOC shall be maintained by County in full force and effect until released by County's Risk Manager upon the County Project Director's written determination that Contractor shall have fully performed all of its obligations under this Agreement as evidenced by Contractor's receipt of Acceptance from County as defined in the Agreement, Paragraph 5.7. Any modification, extension or termination of this Agreement shall in no way release Contractor or any of its sureties from any of their obligations under such LOC. Such LOC shall contain a waiver of notice of any Change Notices, Change Orders and Amendments to this Agreement.
- 13.3.2 The LOC shall be irrevocable. The LOC shall be drawn on an institution that meets or exceeds the rating standards established by the County's Treasurer and Tax Collector. If the institution receives more than one

rating, the rating considered in the analysis will be the lower rating, if applicable. Questions regarding the current rating standards may be submitted to:

Angelo Faiella
Los Angeles County Sheriff
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Fax: 323-415-1246

The LOC shall be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and should be in accordance with the terms thereof. (Reference: <http://www.iccbbooks.com> and California Commercial Code Sections 5101-5118.)

13.3.3 At its sole option, County may accept certificates of deposit, cash deposits, or United States government securities payable to County on demand, in lieu of the LOC to meet this provision. County shall have no responsibility to Contractor to pay any such deposit, and any loss by reason of the failure of any institution issuing such collateral shall be solely the responsibility of Contractor.

13.3.4 Prior to County's request for payment under the LOC, County shall provide written notice to Contractor of County's intent to seek payment under the LOC. Such notice shall cite the reasons for said request. County shall provide Contractor thirty (30) calendar days to cure any alleged or actual failures or deficiencies. Upon expiration of the notice period and Contractor's failure to cure, the LOC shall be payable to the County upon demand when 1) Contractor has failed to achieve County's Acceptance for Contractor's Work by failing to meet the Deliverables defined in the Statement of Work, and failing to correct such deficiencies upon the County's written notice; 2) Contractor has failed to achieve any portion of County's Acceptance for Contractor's Work by failing to meet the Deliverables defined in the Statement of Work, and failing to correct such deficiencies upon the County's written notice, in which case a portion of the LOC shall be payable to County on a pro-rata basis; 3) Contractor has failed to remedy Deficiencies of Severity Level 3, after receiving written notice from County of such Deficiencies; or 4) County has Terminated the Agreement, excepting Termination for Convenience, for Contractor's default or material breach of this Agreement. In no event shall County make a request for payment under the LOC which exceeds the progress payments made to date, as of the date of the notice to Contractor pursuant to this Subparagraph 13.3.4.

13.3.5 Prior to acceptance of Contractor's LOC, Contractor shall submit to County the form of the proposed LOC or alternative security for approval by County's Risk Manager or County's Treasurer and Tax Collector, as applicable, and as determined by the County. All performance security costs and expenses shall be paid by Contractor.

13.4 FAILURE TO PROCURE AND MAINTAIN INSURANCE AND PERFORMANCE SECURITY

Failure on the part of Contractor to procure and maintain the required insurance or performance security, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement, upon which County may either (i) withhold payments due to Contractor (ii) terminate or suspend the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, after providing thirty (30) calendar days' written notice to Contractor to cure the deficiency with the required insurance or security, or (iii) purchase such required insurance coverage and debit Contractor pursuant to Paragraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 9.0 (Indemnification) of this Exhibit A, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including reasonable defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Application Software or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims").

14.2 Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the Application Software, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the Application Software or any component of the Application Software (e.g., injunctive relief), or that County's continued use of the Application Software or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the Application Software, to the same extent as granted by the License, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the Application Software with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-

infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County or if completion of such measures is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance, County shall have the right, without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Application Software. Contractor shall indemnify and hold County harmless for all amounts paid and all direct and indirect costs associated with such remedial acts by County.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for 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 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. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 17.1 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 the County's policy to conduct business only with responsible Contractors.
- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an 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, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Department 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 the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall 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 and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 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 the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that 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 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) 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.
- 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 the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.9 These terms shall also apply to subcontractors of County contractors.
- 17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

http://lacounty.info/doing_business/DebarmentList.htm

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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, 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, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

19.0 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 officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached as Exhibit F (Contractor's EEO Certification) to the Agreement.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and

regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the 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 such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with

applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

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 21.0, discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) 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, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) 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.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, 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 all such documentation for the period prescribed by law.
- 22.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 9 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) 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 hereunder.

23.0 HIRING OF EMPLOYEES

23.1 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

23.2 Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the 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 the 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.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that 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 **Section 24.0** shall be a material breach of this Agreement.

25.0 RE-SOLICITATION OF BIDS, PROPOSALS OR INFORMATION

- 25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, 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, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

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 the County 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 the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph 27.0, "GAIN") or general relief opportunity for work (in this Paragraph 27.0, "GROW") programs 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/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given the first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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 Exhibit or the 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 employees or 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. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department ("CSSD") will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts 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.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 shall constitute a 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 ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit L (Jury Service Ordinance) to the Agreement and incorporated by reference into and made a part of this Agreement.

33.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

33.2.1 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 Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees 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 employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0, "*Contractor*" means a person, partnership, corporation or other entity which has a contract with 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 County contracts or subcontracts. "*Employee*" means any California resident who is a full time employee of Contractor. "*Full time*" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry

standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0. The provisions of this Paragraph 33.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 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 Jury Service 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 the Term 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" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, at the sole discretion of County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. 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 the County Project Director.

36.0 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 County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the 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.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 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 promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 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 at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

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.

40.0 ASSIGNMENT BY CONTRACTOR

- 40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Department, in the Department's sole discretion, on behalf of County with the written concurrence of County Counsel. 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 Contractor may have against County.
- 40.2 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, 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 written consent of County in accordance with Paragraph 40.1 of this Exhibit.
- 40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the 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.

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Agreement is by and between County and Contractor and is not intended, 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 shall not be, or be 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.
- 41.2 Contractor shall be solely liable and responsible for providing all 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, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

42.0 RECORDS, AUDITS AND PUBLIC RECORDS ACT

42.1 RECORDS AND AUDITS

- 42.1.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0, Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure contract

shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County 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, then at Contractor's option, Contractor shall either (i) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (ii) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location

42.1.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.1.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure,

finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that 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, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.1.4 Failure on the part of Contractor to comply with any of the provisions of this **Section 42.0** shall constitute a material breach upon which County may terminate or suspend this Agreement.

42.2 PUBLIC RECORDS ACT

42.2.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this Paragraph 42.2; as well as those documents which were required to be submitted in response to the Request for Proposals ("RFP") used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

42.2.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County,

Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to the Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the 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 the Agreement, except that this Paragraph 44.0 shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/ ON RE-EMPLOYMENT LIST

Should Contractor require additional or replacement **personnel** after the effective date of this Agreement to perform the services set forth herein, Contractor shall give **first** consideration for such employment openings to qualified, 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.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract

Sum (as defined in the body of the Agreement). Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement 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 or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 NOTICE TO EMPLOYEES

Contractor shall notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50.2 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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 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. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

52.0 NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay").

Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant to Paragraph 6.0 (Change Orders and Amendments) of the body of the Agreement. In the

event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 52.0, Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 52.0 shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the 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. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and

cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 FACSIMILE

Except for the parties initial signatures to the Agreement, 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 change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 58.1 This Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 58.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 58.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 58.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what the County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

* * * * *

EXHIBIT A

ATTACHMENT A.1CONTRACTOR’S ADMINISTRATION

ATTACHMENT A.2..... COUNTY’S ADMINISTRATION

ATTACHMENT A.1

CONTRACTOR'S ADMINISTRATION

PRINCIPAL DECISION SYSTEMS INTERNATIONAL

CONTRACTOR'S NAME

AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Martha Strittmater _____
Title: PDSI Implementation Services Manager _____
Telephone: 800-850-7374 x1313 _____
Facsimile: 714-703-3313 _____
E-Mail Address: MarthaStrittmater@pdsi-software.com

CONTRACTOR'S PROJECT MANAGER [FIRE DEPARTMENT]

Name: Robert Stenger _____
Title: Project Manager _____
Telephone: 800-850-7374 x1228 _____
Facsimile: 714-703-3000 _____
E-Mail Address: RobertStenger@pdsi-software.com

CONTRACTOR'S PROJECT MANAGER [PROBATION DEPARTMENT]

Name: Heros Cetinelian _____
Title: Project Manager _____
Telephone: 800-850-7374 x1260 _____
Facsimile: 714-703-3000 _____
E-Mail Address: HerosC@pdsi-software.com

CONTRACTOR'S PROJECT MANAGER [SHERIFF'S DEPARTMENT]

Name: Charles Yoon _____
Title: Project Manager _____
Telephone: 800-850-7374 x1257 _____
Facsimile: 714-703-3000 _____
E-Mail Address: CharlesY@pdsi-software.com

CONTRACTOR'S AUTHORIZED OFFICIALS

Name: GREG EKSTROM_____
Title: President_____
Telephone: 800-850-7374_____
Cell: 714-349-8800_____
E-Mail Address: GregEkstrom@pdsi-software.com

Name: KATHRYN PRANCEVIC_____
Title: National Sales Manager_____
Telephone: 800-850-7374 x1209_____
Facsimile: 714-703-3009_____
Cell: 714-349-8800_____
E-Mail Address: KathrynPrancevic@pdsi-software.com

ATTACHMENT A.2
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR [SHERIFF]:

Name: Scott Goodwin_____
Title: Information Technology Manager III _____
Address: 12440 Imperial Highway, 400W_____
Norwalk, CA 90650_____
Telephone: 562-345-4149__or 213-893-5021_____
Cell: 562-754-2082_____
Facsimile: 323-415-6599_____
E-Mail Address: srgoodwi@lasd.org

COUNTY'S PROJECT MANAGER [FIRE DEPARTMENT]

Name: Mark Remollino_____
Title: Senior Operating Systems Analyst_____
Address: 5815 Rickenbacker Rd_____
Commerce, CA 90040_____
Telephone: 323-890-4258_____
Cell: 213-220-5779_____
Facsimile: 323-887-3704_____
E-Mail Address: mremollino@fire.lacounty.gov

COUNTY'S PROJECT MANAGER [PROBATION DEPARTMENT]

Name: Larry Burton_____
Title: Director_____
Address: 7285 Quill Drive_____
Downey, CA_____
Telephone: 562-940-8676_____
Facsimile: 562-505-7314_____
E-Mail Address: Larry.Burton@probation.lacounty.gov

COUNTY'S PROJECT MANAGER [SHERIFF'S DEPARTMENT]

Name: Patrick Libertone_____
Title: Sergeant_____
Address: 101 Centre Plaza Drive_____
Monterey Park, CA 91754_____

Telephone: 323-981-5839_____
Cell: 562-665-0824_____
Facsimile: 323-415-2626_____
E-Mail Address: pllibert@lasd.org

COUNTY'S AUTHORIZED OFFICIALS

Name: GLEN DRAGOVICH_____
Title: Asst/Division Director, SHERIFF_____
Address: 4700 Ramona Boulevard, ADM/HQ_____
Monterey Park, CA 91754_____
Telephone: 323-526-5191_____
E-Mail Address: gdragov@lasd.org

Name: JOHN ARNSTEIN [CHIEF INFORMATION OFFICE]_____
Title: Senior Associate CIO_____
Address: 350 South Figueroa Street, Suite 188_____
Los Angeles, CA 90071_____
Telephone: 323-526-5191_____
E-Mail Address: jarnstein@cio.lacounty.gov

Name: SCOTT GOODWIN [SHERIFF]_____
Title: Information Tech Mgr III_____
Address: [see information provided above]

Name: ANGELO FAIELLA [SHERIFF CONTRACTS]_____
Title: Administrative Svcs Mgr_____
Address: 4700 Ramona Blvd, Rm 214_____
Monterey Park, CA 91754_____
Telephone: 323-526-5183_____
E-Mail Address: afaiell@lasd.org

Exhibit B

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS) PHASE I PILOT INSTALLATION

Statement of Work

TABLE OF CONTENTS

1.0 INTRODUCTION.....	3
2.0 TASKS AND DELIVERABLES	6
Task 1 – <i>Project Planning and Management</i>	6
Task 2 – <i>Installation of Testing and Training Environments</i>	10
Task 3 – <i>Requirements Review and Confirmation</i>	11
Task 4 – <i>Baseline Application Configuration</i>	12
Task 5 – <i>Training, Documentation and Technical Support</i>	14
Task 6 – <i>Acceptance Tests</i>	18
Task 7 – <i>Implementation – Transition to Production</i>	20
Task 8 – <i>Pilot System Acceptance</i>	22
Task 9 – <i>Pilot System Warranty Support</i>	23
Task 10 – <i>Phase II Full Implementation Plan</i>	25
3.0 PROJECT ASSUMPTIONS.....	26
4.0 PROJECT REVIEW AND ACCEPTANCE.....	28
ATTACHMENT A (Severity Level Definitions).....	31
ATTACHMENT B (Project Overview Diagram).....	32
ATTACHMENT C (Pilot Locations and Staffing Profile).....	33
ATTACHMENT D (Departmental Profile Statements)	36

STATEMENT OF WORK

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT FIRE DEPARTMENT PROBATION DEPARTMENT

1.0 INTRODUCTION

1.1 OVERVIEW

This Statement of Work (SOW) defines the Tasks and Deliverables required of Contractor for the installation, configuration, integration and maintenance and support of the Automated Employee Scheduling System (AESS) solution. The selected solution is an operationally proven, commercial off-the-shelf (COTS) application designed for the public safety industry. There is no need for Customization of the selected vendor's COTS. Rather, the selected software is configurable to meet the System Requirements, with the exception of specific external System Interfaces.

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in [Paragraph 2.0 \(Definitions\)](#) of the Agreement.

1.2 GOALS & OBJECTIVES

Goals and objectives for the AESS include the following:

- *To automate the complex scheduling, deployment, and time management requirements of County;*
- *To provide real-time reporting of scheduling information;*
- *To improve the capability to manage overtime;*
- *To improve the accuracy of third-party contract billing;*
- *To reduce data entry workload for scheduling and timekeeping staff; and*

- *To develop a system consistent with County's strategic plan goal of "Workforce Excellence and Fiscal Responsibility".*

1.3 PROJECT GOVERNANCE

This project will be collectively governed by the AESS Executive Steering Committee (Steering Committee). All work activities related to the project will be managed by the AESS Project Team (APT or Project Team), which is managed by the AESS Project Team Director (County Project Director), who reports to the Steering Committee. Each Participating Department will have a Project Manager, who will report to the AESS Project Team Director. Business and technical personnel from each Participating Department will participate, under the direction of their respective Project Manager.

1.4 SCOPE

AESS will initially be implemented as Phase I Pilot Installation on a pilot basis at the County of Los Angeles Sheriff's, Fire and Probation Departments (Participating Departments). It is anticipated that this project, as it may be expanded, will be a multi-year undertaking. For Phase I Pilot Installation, it is anticipated that the AESS Application Software will be deployed and assessed at two (2) different pilot sites (Pilot Sites) within each of the three (3) Participating Departments for a total of six (6) Pilot Sites.

The scope of this project covers the Phase I Pilot Installation of the AESS Application Software, as well as configuration, implementation, training, maintenance and support services. The success and/or failure of the Phase 1 Pilot Installation will determine, in part, whether or not the Steering Committee will recommend expansion of the project to Phase II Full Implementation. In the event that the Steering Committee recommends expansion to Phase II Full Implementation and subject to the approval of the County's Board of Supervisors, a new SOW for Phase II Full Implementation will be jointly developed and approved by County and Contractor.

This SOW defines the Tasks and Deliverables that constitute the scope of the AESS Phase I Pilot Installation. Detailed Functional Business Requirements are presented in [Exhibit B1](#); the County's timekeeping Interface Requirements are presented in [Exhibit B2](#); the Technical Requirements are presented in [Exhibit B3](#); and the System Environment Requirements are presented in [Exhibit B4](#). [Exhibits B1, B2, B3, and B4](#) collectively comprise and may be referred to as the [Requirements Exhibits](#).

1.5 WORK APPROACH

This SOW shall be used by Contractor to facilitate the installation of the AESS software solution in three (3) distinct, parallel, independent Work tracks, one for each Participating Department. Each track is comprised of two (2) Pilot Site installations per Participating Department (see [*Attachment B \(Project Overview Diagram\)*](#) to this SOW).

Application data will not be shared among the three (3) Participating Departments.

Each track shall include installation, configuration, testing, training and other services required by the SOW. Contractor shall develop a Project Plan which shall contain a detailed plan that defines how the program and each of the three tracks will be implemented, addressing, in sufficient detail, the requirements, resources and estimated timeline to execute the Tasks and Deliverables listed in this SOW.

[*Attachment C \(Pilot Locations and Staffing Profile\)*](#) to this SOW represents the number and classes of all employees at the six (6) Pilot Sites. Those employees identified as Schedulers and IT Staff will require training as part of this Phase I Pilot Installation. [*Attachment D \(Phase II - Full Implementation Departmental Profile Statements\)*](#) to this SOW is an organizational overview of all sites associated with each Participating Department including the approximate numbers of employees at each site.

Each Participating Department's existing technical infrastructure will be utilized, to the extent feasible, to support the AESS solution implementation and ongoing operations.

2.0 TASKS AND DELIVERABLES

Unless specified otherwise and as applicable, all Tasks, Subtasks and Deliverables described in this [Section 2.0 \(Tasks and Deliverables\)](#) of the SOW shall be performed by Contractor for each Participating Department and each designated Pilot Site, where applicable.

TASK 1 - PROJECT PLANNING AND MANAGEMENT

Under the direction of the County Project Director, Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project milestones, and establish a project control and reporting system which will provide routine and realistic assessments of the project progress through the completion of Phase I Pilot Installation, including the applicable warranty period, against the approved Project Control Document's milestones and detailed work plan.

SUBTASK 1.1 – Develop Project Plan and Project Control Document

Contractor shall prepare a Project Plan, the primary component of which shall be the Project Control Document (PCD). The contents of the Project Plan shall include the following:

- ♦ **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet County's operational objectives;
- ♦ **Executive Summary:** Provides a high level overview of the main features and goals of the Project Plan;
- ♦ **Project Mission & Objectives:** Describes the operational need for proceeding with the project, the objectives to be achieved under the project and critical success factors for County, all based upon information provided to Contractor by County and any assumptions or limitations related to the Project Plan;
- ♦ **Project Scope:** Describes the overall scope and deliverables of the project. Acts as a confirmation of project scope, phasing, training and implementation objectives;
- ♦ **Work Breakdown Structure (WBS):** Identifies the phases within the overall project implementation and the key deliverables within each phase. It may also go down to the task level, if appropriate;

- ◆ **Project Control Document (PCD) – Master Project Schedule:**
Following the WBS, Contractor shall develop a PCD for the project tasks, deliverables, and milestones. Tasks to be performed by both Contractor and each Participating Department's staff must be specifically addressed in the PCD. The PCD shall include the order in which the tasks and sub-tasks will be performed and the order in which the deliverables will be produced. Contractor and the Steering Committee will review this analysis on a regular basis. The PCD shall also address, at a minimum, the following project tasks:

- Work Breakdown Structure
- Installation Plan
- Requirements Review
- Configuration Plan
- Requirements Traceability Matrix and Associated Tests
- Training Plan
- Pre-implementation Test Plan
- Implementation Plan
- Implementation Testing
- Post-Implementation Test Plan
- Production/Support Plan

In addition, the PCD should also address the following ongoing project tasks:

- Status Reporting
- Issue Escalation and Resolution
- Deliverable Review and Approval
- Change Control Management

Contractor shall specify the planned review cycle for each deliverable in the PCD in accordance with the process specified in [Section 4.0 \(Project Review and Acceptance\)](#) of this SOW.

- ◆ **Project Team:** Identifies Contractor's project team and project organization, including defining the roles and responsibilities of the project team members; and
- ◆ **Risk Assessment & Management:** Identifies project risks, and mechanisms to handle these risks, in a risk management plan.

SUBTASK 1.2 – Provide Ongoing Project Management

Contractor shall be required to manage project activities and resources, and track project status. This shall include managing and tracking all issues. The Contractor Project Manager shall attend project meetings with each Participating Department's Project Manager every other week

for the duration of the Agreement. Additional meetings may take place via teleconference. For each meeting, the Contractor Project Manager shall prepare and provide a written Project Status Report to the County Project Director and respective each Participating Department's Project Manager, as well as meeting attendees when applicable. The report shall cover, at a minimum, project progress, plans, and outstanding issues. All identified issues shall be resolved through the issue resolution process as specified in the Agreement.

The Project Status Report shall include the following:

- ◆ Executive Summary – highlighting key accomplishments and issues
- ◆ Tasks completed
- ◆ Tasks delayed
- ◆ Upcoming tasks
- ◆ Issue Log
- ◆ Deliverable Status
- ◆ Updated Detailed Work Plan

Contractor shall also participate in monthly AESS Project Team meetings to include a review of project accomplishments, issues, risks, and any delayed tasks/deliverables.

SUBTASK 1.3 - Conduct Technology Assessment

Contractor shall perform a technology assessment review. This Subtask shall consist of assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.) at each Pilot Site, and at each Participating Department's data center. As part of this task, Contractor shall identify impact points that may affect the timely and successful implementation of the project, including, but not limited to, any issues associated with County's desktop devices (e.g., workstations, laptops, etc.), LAN/WAN, operations management, and the help desk. Contractor shall also specify recommended corrective action to be taken by the County.

The Technology Assessment Report shall include the following:

- Executive Summary
 - Key findings and recommendations
 - Summary of software requirements
 - Summary of software installation and configuration
 - Summary of County's required training

- Technical Architecture describing how the environments will be deployed
- Hardware and Software Specifications for the following environments:
 - Development/Configuration
 - System Integration Test
 - User Acceptance Test
 - Training
 - Production Environment
- Technical recommendations including County infrastructure requirements.

DELIVERABLES:

- 1.1 Project Plan
- 1.2 Project Status Reports/Ongoing Project Management
- 1.3 Technology Assessment Report

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing appropriately skilled personnel for project planning and on-going management; and
- ◆ Completion of all Deliverables stated above.

COUNTY RESPONSIBILITIES include:

- ◆ Providing access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project;
- ◆ Providing Participating Departments' Project Managers to work with Contractor Project Manager(s);
- ◆ Ensuring that the appropriate staff members (stakeholders) participate in the project planning process; and
- ◆ Providing the information when requested by Contractor.

♦ **TASK 2 – INSTALLATION OF TESTING AND TRAINING ENVIRONMENTS**

SUBTASK 2.1 – Establish Testing and Training Environments

Based on the agreed upon System architecture (i.e., either a decentralized server environment for each Participating Department or a single centralized server environment), Contractor shall set up the Testing and Training environments to support each Participating Department, install the Core Application (COTS) and any Third Party Software, including toolsets which will be used for testing and training, and perform Baseline Application configuration and data set-up.

DELIVERABLES:

- 2.1 Testing Environment installed and operational
- 2.2 Training Environment installed and operational

CONTRACTOR RESPONSIBILITIES include:

- ♦ Providing appropriately skilled personnel, for the Baseline Application installation(s); and
- ♦ Completing all Deliverables stated above.

COUNTY RESPONSIBILITIES include:

- ♦ Providing Contractor with access to data/communications system(s) and/or copies of architectural documents, and network design documents directly related to this project;
- ♦ Providing hardware platform(s) to be used for the initial testing and implementation, based on specifications provided by Contractor; and
- ♦ Providing appropriate technical staff to assist Contractor in accessing hardware and networks, as agreed to in advance by County.

TASK 3 – REQUIREMENTS REVIEW AND CONFIRMATION

SUBTASK 3.1 – Review, Confirm and Finalize System Requirements

The specified requirements in the [Requirements Exhibits](#) will be reviewed, confirmed, and finalized. The review process will be conducted with Contractor and designated key members of the County's AESS Project Team, especially business subject matter experts. Any additional requirements identified beyond those specified in this SOW or in the [Requirements Exhibits](#) will be analyzed and documented. These additional requirements, if any, will be subject to the change control process described in [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) of the Agreement and will result in an agreed-to final set of [Requirements Exhibits](#).

DELIVERABLES:

- 3.1 Finalized System Requirements Document that either confirms the [Requirements Exhibits](#) or identifies any mutually agreed upon changes

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing appropriately skilled personnel to assist in the review; and
- ◆ Completion of all Deliverables stated above.

COUNTY RESPONSIBILITIES include:

- ◆ Providing appropriately skilled personnel to assist in the review.

TASK 4 – BASELINE APPLICATION CONFIGURATION

SUBTASK 4.1 – Configure Baseline Application

The configuration process to be performed by Contractor shall be based on the agreed-upon final [Requirements Exhibits](#). This Deliverable shall be a fully configured application ready for testing consistent with the user requirements as specified in Contractor's proposed solution and the agreed to final System Requirements.

As part of configuring the Baseline Application, Contractor shall integrate its Core Application (COTS) with any Third Party Software comprising the Application Software, build Interfaces, provide any Customizations required by County, and complete configuration of the Baseline Application to ensure that the Baseline Application meets all of the System Requirements and Specifications set forth in the [Requirements Exhibits and elsewhere in the Agreement](#).

SUBTASK 4.2 – Configuration Review Sessions

The County project staff will review the configuration effort at check points that will be agreed to by both the County Project Director and the Contractor Project Director, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements as specified in the finalized [Requirements Exhibits and elsewhere in the Agreement](#).

Contractor shall develop a Requirements Traceability Matrix (RTM) as part of this [Subtask 4.2 \(Configuration Review Sessions\)](#). Contractor shall incorporate the RTM document as an Appendix to the PCD developed under [Subtask 1.2 \(Provide Ongoing Project Management\)](#). The RTM document shall be created by associating the requirements with the work products (the Core Application versus configured Baseline Application components) that satisfy them. Subsequent Acceptance Tests will utilize the RTM, and the product tested to meet the requirement.

The RTM and associated tests shall be designed to provide reasonable assurance to County and Contractor that the completed effort meets the user requirements, as specified in the agreed-upon final [Requirements Exhibits and elsewhere in the Agreement](#), and Contractor's Proposal.

DELIVERABLES:

4.1 Fully configured Baseline Application

4.2 Completed RTM

CONTRACTOR RESPONSIBILITIES include:

- ◆ Completion of all Deliverables stated above.

COUNTY RESPONSIBILITIES include:

- ◆ Timely review of Contractor providing appropriately skilled personnel to configure the Baseline Application;
- ◆ Providing appropriately skilled personnel to develop the RTM and associated tests; and
- ◆ Providing access to specific data and information as may be required and mutually agreed on.

TASK 5 – TRAINING, DOCUMENTATION AND TECHNICAL SUPPORT

The 'Train-the-Trainer' T3 training program, documentation and Technical Support program shall be designed to ensure that required documentation, training and support is prepared and delivered.

Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the System and user reference shall also be provided.

This Task also includes those activities associated with the delivery to County of technical support, both on-site and remote access (telephone and internet), for the purpose of troubleshooting user problems and System error or Deficiency resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, Pacific Time.

Contractor shall coordinate the delivery of comprehensive T3 training to selected users identified as 'Schedulers' in [Attachment C \(Pilot Locations and Staffing Profile\)](#) to this SOW.

Finally, Contractor shall coordinate the delivery of comprehensive training to selected users identified as 'IT staff' in [Attachment C \(Pilot Locations and Staffing Profile\)](#) to this SOW.

SUBTASK 5.1 – Produce User and Technical Documentation

Contractor shall provide the following user and technical Documentation:

- User manuals and on-line Documentation available for distribution; and
- Technical Documentation for all aspects of the System operation.

SUBTASK 5.1.1 – Software User's Manual (SUM)

Contractor shall develop, with input from County, the creation of a first-draft Software User's Manual (SUM) for AESS. The SUM shall contain, but not be limited to, the following:

- ◆ **Introduction:** Defines the scheduling application generally;
- ◆ **User's Guide:** Self-guided, step-by-step use of the configured Application Software, including graphics or 'screen shots';

- ◆ **Trouble-shooting:** An index to common user problems defined in a tabular format with recommended solutions; and
- ◆ **Training Appendix:** This section of the manual is intended to be used in conjunction with T3 Training classes facilitated by Contractor. This Appendix is separate from the Self-Guided User's Guide portion of the manual. This section shall be analogous to teacher-guided, printed, slide-show guide for a classroom of individuals.

A final, edited and approved SUM shall be required as one of the criteria for successful Pilot System Acceptance under [*Task 8 \(Pilot System Acceptance\)*](#).

SUBTASK 5.1.2 – Technical Specifications Document (TSD)

Contractor shall develop, with input from County, the creation of a first-draft AESS Technical Specifications Document (TSD), the purpose of which is to catalog in sufficient technical detail each of the component modules to the configured Application Software. The TSD shall include, but not be limited to, the following:

- ◆ **Minimum System Hardware Requirements:** Hardware requirements;
- ◆ **System Software Requirements:** AESS optimum operational requirements; i.e., Operating System Software requirements, Interface requirements, Third Party Software (i.e., report writing, etc.);
- ◆ **Communications System Requirements:** Outline and schematics/diagrams for computer network and telephone systems connectivity;
- ◆ **AESS Application Software Capabilities:** A technical summary of the Application Software's capabilities, possible future buildouts (interfaces, etc), reporting features, etc.;
- ◆ **Catalog of Changes:** Defines each of the configurations, modifications, customizations and/or approved limitations in scope of AESS;
- ◆ **Inputs and Outputs:** A listing of specifications for all inputs and outputs which enable AESS total functionality; includes schematics/diagrams (visualization of inputs and outputs) and report-writing capabilities; and

- ◆ **Summary of Development Problems:** An index to each of the problems encountered in the configuration of the Base Application along with the solutions and/or workarounds used to maximize the functionality of the Application Software as defined in County's [Functional Business Requirements](#) set forth in [Exhibit B1](#).

A final, edited and approved TSD shall be required as one of the criteria for successful Pilot System Acceptance under [Task 8 \(Pilot System Acceptance\)](#).

SUBTASK 5.2 – Establish On-Line Help, Telephone and Internet Technical Support Programs

Contractor shall coordinate the establishment and maintenance of a technical support program which shall be used in support of the configured Baseline Application prior to commencement of [Task 7 \(Implementation – Transition to Production\)](#) and shall continue through the Pilot Warranty Period under [Task 9 \(Pilot Warranty Support\)](#), Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County observed holidays.

SUBTASK 5.3 – Prepare and Conduct Training

Contractor shall conduct three (3) types of training. The first training will be for a limited number of County personnel to provide them with sufficient training to perform System testing prior to the full training program. The number of testing personnel to be trained will be mutually agreed upon by Contractor and County. Subsequently, Contractor will provide training for all Schedulers and for all designated IT personnel using a phased approach.

Contractor shall conduct training as-needed to sufficiently train a limited number of specified users to assist with [Subtask 6.2 \(Support User Acceptance Test\)](#).

Contractor shall conduct phased-in training for all Schedulers identified by County in [Attachment C \(Pilot Locations and Staffing Profile\)](#), which shall be completed prior to [Subtask 7.5 \(Cutover to Production\)](#) at Pilot Sites. Contractor shall utilize the Training Environment established in [Task 2 \(Installation of Testing and Training Environments\)](#) and training support Documentation developed in [Subtask 5.1 \(Produce User and Technical Documentation\)](#).

Contractor shall conduct phased-in training for up to twelve (12) information technology (IT) staff, which shall be completed prior to [Subtask 7.5 \(Cutover to Production\)](#) at Pilot Sites utilizing the Training Environment established in [Task 2 \(Installation of Testing and Training Environments\)](#) and training support Documentation developed under [Subtask 5.1 \(Produce User and Technical Documentation\)](#).

DELIVERABLES:

- 5.1 First-draft SUM, Training Appendix and TSD documentation.
- 5.2 Completed training sessions for specified users prior to [Subtask 6.2 \(Support User Acceptance Test\)](#).

CONTRACTOR RESPONSIBILITIES include:

- ◆ Completion of all Deliverables stated above.

COUNTY RESPONSIBILITIES include:

- ◆ Providing appropriate project staff to review first-draft SUM and TSD;
- ◆ Assigning a single-point-of-contact training coordinator to assist in scheduling County personnel for training; and
- ◆ Participating in all training sessions.

TASK 6 – ACCEPTANCE TESTS

The testing process ensures that all components of the Application Software are thoroughly tested and that the implemented project consists of high quality and reliable software. The Unit Test for each module will be conducted by Contractor as part of the internal configuration effort. System Integration Test, User Acceptance Test, and System Performance Test will subsequently be performed as part of this set of Tasks and Deliverables. The initial Test Plan to conduct Acceptance Tests (Pilot Test Plan) as specified in the PCD will be revised, as required. Subsequently, the Pilot Test Plan will be finalized to meet the requirements of, and implemented for, the System Integration Test, User Acceptance Test, and System Performance Test performed, and test results documented.

SUBTASK 6.1 – Conduct System Integration Test

Contractor shall prepare for and conduct the System Integration Test, consisting of integrated testing of all components of the Application Software, including interfaces with other systems (Baseline Interfaces), in the specified System Hardware, Operating Software and System Network (System Environment). This Task includes the development of test scenarios and test sequences, conducting of the test and documenting test results. Based upon the results of this test, Contractor shall make any changes required and shall re-test System to confirm these changes. Contractor shall certify, in writing, that all the System Integration Tests have been successfully completed and that Contractor has successfully completed all required corrective actions.

SUBTASK 6.2 – Support User Acceptance Test

Contractor shall assist and support the County project team designated to conduct the User Acceptance Test (Project Team) with performing the User Acceptance Test. The Project Team will develop test scenarios that test business functionality as well as System capabilities, such as recovery procedures after a System failure. The Project Team, in conjunction with specified users, will execute the test scenarios with Contractor's assistance using the Testing Environment and test database. Deficiencies identified and documented by the Project Team shall be corrected by Contractor in a reasonable time, to be specified by the County Project Director based on the circumstances. After all problems and Deficiencies are corrected, as determined by County, the User Acceptance Test shall be conducted by the County. Contractor Project Director and County Project Director shall certify in writing that the User Acceptance Test has been completed, the System is acceptable and the Baseline Application is ready for implementation.

SUBTASK 6.3 – Conduct System Performance Test

Contractor shall conduct the System Performance Test to confirm that the County's System Requirements for performance are met by the Application Software. Contractor shall submit its intended approach for performing the test to County for approval and, following the County approval, shall conduct the System Performance Test and present the test results to County for approval.

DELIVERABLES:

- 6.1.1 Revised Pilot Test Plan
- 6.1.2 System Integration Test and Results Report
- 6.1.3 User Acceptance Test and Results Report
- 6.1.4 System Performance Test and Results Report

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing appropriate SME and Technical staff for installing and testing solution environment; and
- ◆ Correcting all identified errors and results that are not in compliance with the requirements.

COUNTY RESPONSIBILITIES include:

- ◆ Identifying test site;
- ◆ Ensuring necessary equipment (workstations, servers, etc.) is available for the entire duration of this [*Task 6 \(Acceptance Tests\)*](#);
- ◆ Providing SME and technical staff;
- ◆ Providing sample data and appropriate scenarios for testing; and
- ◆ Conducting User Acceptance Test, recording results and conducting re-test of the User Acceptance Test, as needed, until the test is successfully completed.

TASK 7 – IMPLEMENTATION - TRANSITION TO PRODUCTION

Contractor shall install the configured and tested Baseline Application onto the Production Environment, including System Hardware, Operating Software, and System Network environment necessary for full Production Use.

SUBTASK 7.1 – Update Transition Plan to Production Environment

Contractor shall, with the assistance of the County Project Director, clearly identify the overall strategy to make the transition to the Production Environment at each Pilot Site. This Subtask is an update to the Transition Plan originally documented by Contractor in the PCD. Additionally, Contractor shall review and revise the tasks and time frames for the transition, as necessary.

SUBTASK 7.2 – Prepare Pilot Production Environment

The preparation of the Production Environment will be the joint responsibility of Contractor and the AESS Project Team. Contractor shall provide technical assistance to the County in preparing and confirming the complete System Environment, including System Hardware, Operating Software and System Network environment, necessary for full Production Use.

SUBTASK 7.3 – Prepare the Pilot User Environment

Contractor shall assist the AESS Project Team in setting up the profiles, security, entering the initial users, and testing the user accounts to ensure security and access as specified.

SUBTASK 7.4 – Update SUM and TSD Documentation

Contractor shall revise and/or update, as necessary, the SUM and TSD Documentation produced under [Task 5.1 \(Produce User and Technical Documentation\)](#). The revised Documentation shall incorporate all changes to-date, including those resulting from [Task 6 \(Acceptance Tests\)](#).

SUBTASK 7.5 – Cutover to Production

Contractor shall perform and complete the System cutover to Production Environment (Cutover to Production) at each of the six (6) Pilot Sites. As part of the Cutover to Production, Contractor shall provide technical assistance to each Participating Department's project team in making this transition. Upon completion of this Subtask, the

System will be in Production Use at all six (6) Pilot Sites with all planned functionality.

SUBTASK 7.6 – Post-Implementation Testing

Contractor shall conduct Post-Implementation Testing as prescribed in the PCD upon Cutover to Production. The Post-Implementation Testing is used to confirm that the County's System Requirements for performance are met by the Application Software in the final Production Environment. Contractor shall submit its intended approach for performing the test to County for approval, and following County approval, shall conduct the Post-Implementation Test and present the test results to County for approval.

DELIVERABLES:

- 7.1 Revised Transition Plan
- 7.2 Prepared Production Environment
- 7.4 Revised SUM and TSD
- 7.5 System in Production Use at Pilot Sites
- 7.6 Post-Implementation Testing completed

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing appropriate staff for installing, testing and populating the Production Environment; and
- ◆ Providing onsite support for each Pilot Site during the Cutover to Production period.

COUNTY RESPONSIBILITIES include:

- ◆ Ensuring availability of the Production Environment, including production server environment, networking and end user hardware and software;
- ◆ Developing and communicating the Cutover to Production plan for each Pilot Site to each respective Department Project Team; and
- ◆ Providing onsite support for each Pilot Site during Cutover to Production period.

TASK 8 – PILOT SYSTEM ACCEPTANCE

The System, in its entirety, as installed and configured, will be accepted by County if and only if the System operates in the Production Environment for sixty (60) days continuously without Deficiencies of Severity Level "3" or higher, as provided in [Section 3.0 \(Assumptions\)](#), [Paragraph 3.4 \(Pilot System Acceptance\)](#) below and [Attachment A \(Severity Level Definitions\)](#) to this SOW .

SUBTASK 8.1 – Revise Documentation

Contractor shall revise all Documentation created under [Task 5.1 \(Produce User and Technical Documentation\)](#) to include updated information consistent with the Baseline Application configured in the Production Environment.

SUBTASK 8.2 – Achieve Pilot System Acceptance

Contractor shall ensure that the System achieves Pilot System Acceptance by reviewing, with County, all Documentation and project results, including Post-Implementation Testing, against pre-defined Pilot Acceptance Criteria.

SUBTASK 8.3 –Pilot System Acceptance Test

The System shall achieve Pilot System Acceptance after the System completes a full continuous uninterrupted 60-day operation run in the Production Environment without Deficiencies of Severity Level 3 or higher (Pilot System Acceptance Test), as specified in [Section 3.0 \(Assumptions\)](#), [Paragraph 3.4 \(Pilot System Acceptance Test\)](#) below and [Attachment A \(Severity Level Definitions\)](#) to this SOW.

DELIVERABLES:

- 8.1 Revised SUM and TSD
- 8.2 Preliminary Proof of Acceptance
- 8.3 System in Production Use at Pilot Sites for sixty (60) days continuously without Deficiencies of Severity Level 3 or higher.

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing full System support.
- ◆ Preparing all final-form Documentation and Pilot Acceptance Certificate for review.

COUNTY RESPONSIBILITIES include:

- ♦ Reviewing Contractor's Pilot Acceptance Certificate and signing off when the applicable Acceptance Criteria have been met.

TASK 9 – PILOT SYSTEM WARRANTY SUPPORT

Contractor shall provide ongoing Pilot System Warranty Support for the six (6) Pilot Sites. Pilot System Warranty Support services shall commence upon Cutover to Production and shall continue through the Pilot Warranty Period.

Pilot System Warranty Support services consist of those activities related to the warranty, updating Application Software (Maintenance Services), correction of Deficiencies (System Support) and various System enhancements provided by Contractor following Cutover to Production (Software Modifications).

SUBTASK 9.1 – Provide Pilot System Warranty Support

Contractor shall provide Pilot System Warranty Support effective upon the Cutover to Production. From the Cutover to Production, through the Pilot System Acceptance and during the Pilot Warranty Period, the Pilot System Warranty Support services shall be provided as part of Contractor's warranty at no charge to County, in accordance with this Subtask 9.1 and [Paragraph 16.0 \(Warranty Obligations\)](#) of the Agreement. (Upon successful completion of the Pilot Warranty Period, and if elected by County, Contractor shall provide Maintenance and Support services in accordance with the terms stated in [Exhibit D \(Maintenance and Support\)](#) and in [Paragraph 17.1 \(Maintenance and Support\) of the Agreement](#), at the rates provided in [Exhibit C \(Price and Schedule of Payments\)](#) and [Exhibit D.1 \(Pricing Schedule and Invoicing Maintenance and Support\)](#).)

Pilot System Warranty Support services shall include, at a minimum:

- On-line and/or telephone technical support (Help Desk feature) for all System problems, available 7 days a week, 24 hours per day, with one (1) hour or less response time as part of System Support, unless required otherwise by the participating Department's Project Manager, in order to comply with Contractor's obligations to provide Pilot System Warranty Support.
- In addition, the first thirty (30) calendar days of Pilot Warranty Period support shall be provided by Contractor's personnel on site at the Department locations, within two (2) hours of any telephonic or written (facsimile or email) notification to Contractor by County's Project Manager.

- Unlimited Application Software patches, bug-fixes and other Updates as part of the Maintenance Services and System Support.
- o Contractor shall track Application Software defects and have software patches released as needed to address these defects.

DELIVERABLES:

- 9.1 Contractor shall provide Pilot System Warranty Support services from Cutover to Production, through Pilot System Acceptance and the Pilot Warranty Period.

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing Pilot System Warranty Support.

COUNTY RESPONSIBILITIES include:

- ◆ Providing Contractor with timely notification of any problems;
- ◆ Providing Contractor with 'one-stop-shop' Department Help Desk to facilitate responses to users;
- ◆ Providing Contractor with secure network access for the System; and
- ◆ Providing Contractor reasonable access to the Participating Departments' data centers where the Application Software is installed.

TASK 10 – PHASE II FULL IMPLEMENTATION PLAN

SUBTASK 10.1 – Develop Phase II Full Implementation Plan

As part of this Subtask, Contractor shall work with County to develop a high level planning document for full implementation of the Application Software at each Participating Department (Phase II Full Implementation Plan). The Phase II Full Implementation Plan shall include, at a minimum, the following elements:

- ◆ Implementation Strategy;
- ◆ Departmental Resource Requirements for each Participating Department;
- ◆ Technical Requirements (at a minimum, System Hardware server configuration);
- ◆ Implementation Timeline;
- ◆ Cost Estimates (One Time and Recurring);
- ◆ Lessons Learned from Phase I Pilot Installation; and
- ◆ Any other information requested by County and/or agreed to by both parties.

DELIVERABLES:

10.1 Phase II Full Implementation Plan for each Participating Department

CONTRACTOR RESPONSIBILITIES include:

- ◆ Providing appropriate personnel to develop Phase II Full Implementation Plan.

COUNTY RESPONSIBILITIES include:

- ◆ Providing appropriate personnel to assist in the development and review of the Phase II Full Implementation Plan.

3.0 PROJECT ASSUMPTIONS

3.1 GENERAL

The following Phase I Pilot Installation assumptions apply to this Statement of Work:

- ◆ To the extent possible and consistent with County's business requirements, County will minimize Customizations in the form of software modifications or enhancements to the Core Application (COTS) provided by Contractor as part of the AESS solution;
- ◆ Unless specified otherwise by County, Contractor's services will be performed during normal business working hours, generally Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County observed holidays;
- ◆ Contractor staff shall perform all work on-site at County designated project facilities, unless otherwise authorized in writing by County Project Director or as specified in the Agreement;
- ◆ County will provide the project facilities (space, printers and office consumables) and network infrastructure to support the joint County and Contractor project teams;
- ◆ All Deliverable documentation created for this engagement will be made available in both hard copy and electronic format. Unless otherwise specified by County, the electronic format will be Microsoft Office, while the planning software used will be MS Project 2000; and
- ◆ Contractor shall be responsible for providing all personal computing devices and software (e.g. Microsoft Office and Microsoft Project) for its staff.

3.2 PEOPLE RESOURCES

Contractor shall, insofar as possible, accommodate the pairing of its implementation resources with the appropriate Participating Department resources to facilitate knowledge transfer during implementation. The appropriate hours and resource effort to facilitate this knowledge transfer will be up to the discretion and decision of the Contractor Project Manager, contingent on the impact to the overall project schedule.

3.3 TECHNOLOGY

- ♦ Any changes in scope to the Tasks of the Statement of Work or any inaccuracies in the assumptions will necessitate a change to the Statement of Work in accordance with the Change Order process described in [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) of the Agreement;
- ♦ Contractor will not be responsible for data corruption in the baseline data set or the inability to create baseline data due to failures outside of Contractor's control. Changes in the project associated with recovery from such events will be made in accordance with the Change Order process described in [Paragraph 6.0 \(Change Notices, Change Orders and Amendments\)](#) of the Agreement;
- ♦ Contractor will not be responsible for providing any third party software licenses to be installed in the System Environment with the exception of the Third Party Software provided by Contractor under the Agreement;
- ♦ Contractor is not responsible for the provision and maintenance of any Network Environment components and circuits which are owned by the County;
- ♦ County plans to acquire client and server hardware separately, based on the Contractor recommended specifications for the AESS solution, as provided in this SOW; and
- ♦ Appropriate physical and administrative access to servers in the current server environment will be provided to Contractor by each Participating Department, as required.

3.4 PILOT SYSTEM ACCEPTANCE TEST

The Pilot System Acceptance Criteria will be based upon the Pilot Test Plan developed and demonstrated as part of the PCD under [Task 1 \(Project Planning and Management\)](#).

Contractor shall, for the purpose of the Pilot System Acceptance Test, define the test strategies and identify the specific testing activities required for running the Pilot System Acceptance Test in the Production Environment. The Pilot System Acceptance will be achieved after the System completes a full continuous uninterrupted 60-day operation run without Deficiencies of Severity Level 3 or higher (Pilot System Acceptance Test). Severity Level definitions may be found in [Attachment A \(Severity Level Definitions\)](#) to this [SOW](#).

In the event that County and Contractor agree that County's hardware, operating environment, network or other circumstances outside of the control of Contractor have contributed to the failure of the System to complete the 60-day operation without interruption, Contractor will not be held liable for such failure. The contributory circumstances will be remedied by County within a timeframe mutually agreed to in writing by the parties. Contractor shall be responsible for the balance of time needed to complete the 60-day period. Additional time requested by Contractor, and approved by the County Project Director, for the purposes of reloading data and restarting the Application Software, shall not be included in the 60-day period.

If, at any time during the 60-day period, County and Contractor mutually determine that the System has failed to pass the Pilot System Acceptance Tests due to Deficiencies in the Baseline Application, including any internal or external Third Party Software module thereof, any Customization thereto, or any internal or external Baseline Interface attached thereto, Contractor shall correct, at Contractor's sole expense, any such non-conformance, and re-start the Pilot System Acceptance Test, or any portion thereof, as determined by the County Project Director, as described in this [Paragraph 3.4](#). The 60-day period shall be restarted in its entirety.

Upon satisfaction of the foregoing, County will sign a Pilot Acceptance Certificate, subject to the delivery of: (1) final-form configured software media (in the forms dictated by the County Project Director) for the installed Application Software, (2) Contractor's corporate licensing certificate and/or related documentation, and (3) all final-form documentation produced for the Phase I Pilot Installation project.

3.5 AESS PROJECT TEAM (APT) RESPONSIBILITIES

- ◆ Providing the Contractor Project Director with the current IT organization chart for each Participating Department;
- ◆ Providing direction to Participating Departments' Project Managers, coordinating Contractor's execution of all Tasks and Deliverables, and facilitating Contractor relations;
- ◆ Dispute Resolution arbitration; and
- ◆ Final approval authority for Pilot System Acceptance.

4.0 PROJECT REVIEW AND ACCEPTANCE

4.1 TASK/DELIVERABLE SUMMARY REVIEW FORM

Contractor shall submit a Task/Deliverable Summary Review Form ([Exhibit I](#)) for **all** Work to County Project Director, for each Task/Deliverable outlined in the SOW (as detailed in [Exhibit C \(Price and Schedule of Payments\)](#)), together with any supporting documentation reasonably requested by County, for County Project Director's review.

All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the Agreement, including the [SOW](#) and the Project Control Document, and must be reviewed by the County Project Director as evidenced by the County Project Director's countersignature on the applicable Task/Deliverable Summary Review. County Project Director shall endeavor reasonably to review each element of Work, including all Tasks, Deliverables and other work required therein and provided by Contractor pursuant to this Agreement, within the time frames set forth in the Project Control Document within thirty (30) days from the date of Contractor's submission of the applicable Task/Deliverable Summary Review form, if no applicable time frame is specified in the PCD.

In no event shall County be liable or responsible for Work which occurs after any completed Task or Deliverable without a properly executed Task/Deliverable Summary Review form for such Task or Deliverable.

4.2 DOCUMENT REVIEW PROCESS

When Contractor creates documentation as part of the project, each document deliverable will initially be developed in draft form.

When the draft document is complete, the Contractor Project Manager shall submit the initial release document to the Participating Department's Project Manager for review and comment. The Participating Department's Project Manager will be responsible for distributing copies of the initial release document for internal review. The Participating Department's Project Manager is responsible for consolidating the Participating Departments' comments and for providing a clearly marked version of the draft document to Contractor's Project Manager. The Participating Department's Project Manager will have ten (10) business days to review and return the consolidated comments to the Contractor Project Manager, unless otherwise agreed to by the parties. Contractor shall review and evaluate Participating Department's comments and respond to them in

writing, within five (5) business days. The Participating Departments' comments and Contractor's recommendations will be discussed and integrated into a final version and delivered to the Participating Departments' Project Managers within five (5) business days, unless otherwise agreed to by the parties.

4.3 ACCEPTANCE TESTS

For the Deliverables requiring performance of Acceptance Tests, Contractor and the Steering Committee will develop the test plan for Phase I Pilot Installation ("Pilot Test Plan"), which shall be mutually agreed upon by the parties and included in the Project Control Document (PCD). All Acceptance Tests will be documented on a [Task/Deliverable Summary Review Form](#) in accordance with [Paragraph 4.1 \(Task/Deliverable Summary Review Form\)](#).

Contractor shall define the test strategies and identify the specific testing activities, such as preparing test scenarios, required for testing the delivered and configured Application Software in the Production Environment. The Pilot Test Plan shall include the following Acceptance Tests:

- System Integration Test
- User Acceptance Test
- System Performance Test

Contractor will notify each Participating Department's Project Manager when the Deliverable is ready for review or acceptance testing, as the case may be, and such review or testing will commence within five (5) business days of such notice. County shall have no less than ten (10) business days to review each Deliverable and provide written comments to Contractor. Contractor shall specify the planned review cycle for each deliverable in the Project Control Document.

EXHIBIT B
ATTACHMENT A

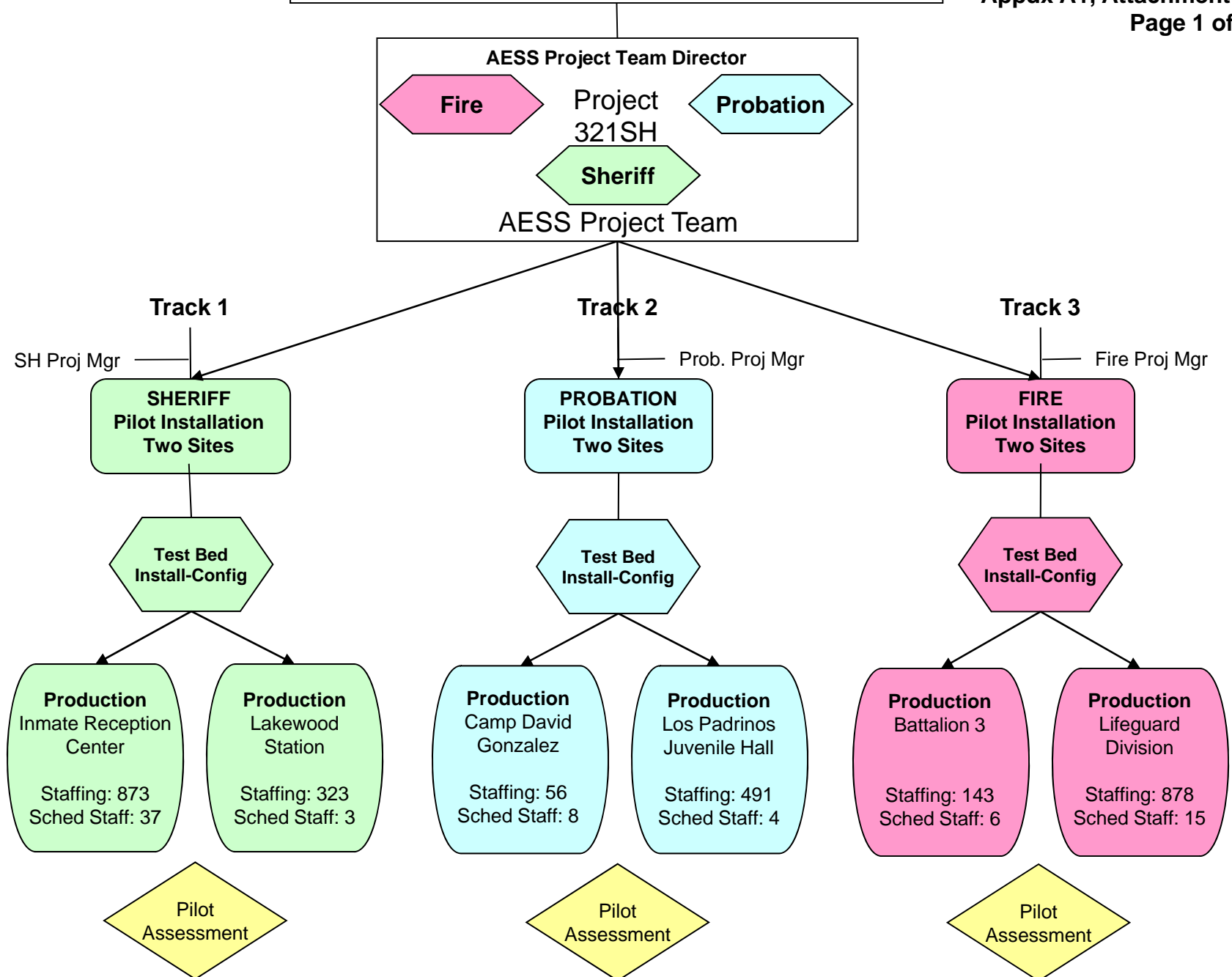
SEVERITY LEVEL DEFINITIONS

County shall assign one of the Severity Levels described below to each County Deficiency report submitted to Contractor.

SEVERITY_LEVEL	DESCRIPTION OF DEFICIENCY
"1" or "Critical"	<u>Severe with no practical workaround:</u> The defect is such that critical command and control functionality is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.
"2" or "Severe"	<u>Severe with no short term workaround:</u> Defects make it difficult to complete a significant command/control function. Workarounds to complete the command/control function exist, but are impractical on a continuing basis.
"3" or "Minor"	<u>Minor but important:</u> The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not cause the major function to be totally inoperative.
"4" or "Cosmetic"	<u>Generally does not effect functionality:</u> This Severity Level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software. This deficiency may cause the System Software, or a component thereof, to be non-compliant with the Requirements Appendices.

AESS Executive Steering Committee

Appdx A1, Attachment B
Page 1 of 1



PILOT LOCATIONS and STAFFING PROFILE

	Schedulers	Management	Line Staff
Sheriff:			
Inmate Reception Center	37	50	786
Lakewood Station	3	40	280
Probation:			
Los Padrinos JH	4	27	460
Camp David Gonzales	8	1	47
Fire:			
Battalion 3	6	3	134
Lifeguard Division	15	40	823
Totals:	73	161	2530

“Schedulers” - the people that need to have complete access to all system operational features. These will be the core group of experts at each pilot location that will be able to train other users.

“Management” - are those people who are not Schedulers, but will nonetheless need to make some changes to the schedule from time to time.

“Line Staff “ – consist of all other employees. They will only be able to view their schedule, and execute requests for days off, etc.

The number of Schedulers, Management and Line Staff equals the total number of people assigned to a location. Staffing levels are dynamic. Variances from the above figures should not be significant at the time of implementation.

* * *

*Not included in the above Matrix are IT Staff.

“IT Staff” - are those people who are not Schedulers, but will require sufficient technical training about the configured COTS system to provide occasional ‘on-the-ground’ technical assistance to users.

Contractor shall conduct phased-in training for up to twelve (12) IT staff, four (4) individuals from each participating AESS Department ([SOW, Task 5](#)).

AESS PILOT LOCATION ADRESSES
and AVAILABLE TRAINING LOCATIONS*

SHERIFF	
AESS Pilot Location	*Available Training & Data Center Location
Inmate Reception Center (IRC) 450 Bauchet Street Los Angeles, CA 90012	<u>AVAILABLE TRAINING SITE</u> Inmate Reception Center (IRC) 450 Bauchet Street, Los Angeles, CA 90012
Lakewood Station 5130 N. Clark Avenue Lakewood, CA 90712	<u>AVAILABLE TRAINING SITE</u> Lakewood Station 5130 N. Clark Avenue, Lakewood, CA 90712
Lakewood - Paramount Substation 15001 Paramount Blvd. Suite C Paramount, CA 90723	<u>DATA CENTER</u> 12440 E. Imperial Highway Norwalk, CA 90650
PROBATION	
Camp David Gonzalez 1301 N Las Virgenes Rd. Calabasas, CA 91302	<u>AVAILABLE TRAINING SITE</u> Probation Department Headquarters Training Lab 9150 Imperial Highway, Downey, CA 90242
Los Padrinos Juvenile Hall 7285 Quill Drive Downey, CA 90242	<u>DATA CENTER</u> Probation Headquarters 9150 Imperial Highway Downey, CA 90242
FIRE	
Battalion 3 - Fire Station #1 1108 N Eastern Ave. Los Angeles, CA 90063	<u>AVAILABLE TRAINING SITE</u> Information Management Division 5815 Rickenbacker Road Commerce, CA 90040
Battalion 3 - Fire Station #3 930 S Eastern Ave Los Angeles, CA 90022	<u>DATA CENTER</u> 1320 N. Eastern Avenue Los Angeles, CA 90063
Battalion 3 - Fire Station #22 928 S. Gerhart Ave Commerce, CA 90022	
Battalion 3 - Fire Station #27 - Hdqtrs 6031 Rickenbacker Rd Commerce, CA 90040	
Battalion 3 - Fire Station #39 7000 Garfield Ave Bell Gardens, CA 90201	
Battalion 3 - Fire Station #50 2327 S Saybrook Ave Commerce, CA 90040	

AESS PILOT LOCATION ADRESSES
and AVAILABLE TRAINING LOCATIONS* (cont'd)

Battalion 3 - Fire Station #163 6320 Pine Ave Bell, CA 90201	
Northern Section Lifeguard HQ 30050 Pacific Coast Highway Malibu, CA	
Central Section Lifeguard HQ 1642 Ocean Front Walk Santa Monica, CA	
Central Sect - Will Roger's Substation 15100 Pacific Coast Highway Pacific Palisades, CA	
Southern Section Lifeguard HQ 1201 The Strand Hermosa Beach, CA	
Southern Sect - Cabrillo Substation 3720 Stephen White Dr. Los Angeles, CA	
Southern Sect - Redondo/Torrance Substation 1101 S. Esplanade Redondo Beach, CA	
Southern Sect - Manhattan Substation 2221 The Strand Manhattan Beach, CA	
Southern Sect - Dockweiler Substation 12001 Vista del Mar Los Angeles, CA	
Rescue Boat Operations 13837 Fiji Way Marina del Rey, CA	
Administrative HQ 2300 Ocean Front Walk Venice, CA	
Field HQ 2600 The Strand Manhattan Beach, CA	

*For the purpose of conducting Train-the-Trainer (T3) training to all staff identified as 'Schedulers', the County will make available the above listed facilities.

PHASE II - FULL IMPLEMENTATION
DEPARTMENTAL PROFILE STATEMENTS

The three (3) participating AESS Departments have facilities which are geographically located throughout the County, from Lancaster to the north, Downey to the south, Calabasas to the west, and Pomona to the east.

Scope Statement: SHERIFF

The Sheriff's department consists of over 100 locations, including patrol stations, jail facilities and offices, spread out over 4,700 square miles with over 16,000 employees.

Scope Statement: FIRE

The Los Angeles County Fire Department provides fire and emergency medical services within an approximate 2,300 square mile jurisdiction. The Department provides services to approximately 4 million residents throughout 58 cities and all unincorporated County areas with a staff of approximately 4,500 employees.

Scope Statement: PROBATION

The Probation Department consists of over 70 locations, including juvenile halls, camps and administrative offices staffed by over 6,244 employees.

EXHIBIT B1

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

Functional Business Requirements

These requirements are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

TABLE OF CONTENTS

LEGEND, CONTRACTOR’S RESPONSE.....

GENERAL REQUIREMENTS..... 1

SYSTEM INTERFACES 1

EMPLOYEE INFORMATION 2

POST POSITIONS 4

SHIFTS / TIMES 5

SCHEDULE CREATION 6

OVERTIME ASSIGNMENT 7

ABSENCES 10

SHIFT SWAPS 10

MANAGEMENT TOOLS 12

REPORTS / VIEWS 14

EMAIL / INTERNET 17

TELEPHONY 18

SECURITY20

SPECIAL EVENTS 21

Supplemental Information to Functional Business Requirementspp1-39 of 171**
[extracted from PDSI Proposal]

****Pages 40 through 171 not part of this Exhibit – Intentionally omitted.**

LEGEND TO CONTRACTOR'S RESPONSE

- **E** – Existing functionality that can be demonstrated at a current operational customer site. An “E” response is valid if 1) the Proposer’s standard software can be configured to meet the requirement or 2) a report to be developed by the Proposer can meet the requirement.
- **M** – Modification of the standard software is needed to meet the requirement. Modification cost is included in the proposal.
- **R** – Report Writer is needed to meet the requirements; the County will be responsible for developing the report.
- **F** – Future planned upgrade to the standard software will meet the requirement.
- **X** – The requirement cannot be met.

Section C: Response to County's Business and Technical Requirements

SECTION C.1: FUNCTIONAL BUSINESS REQUIREMENTS

Human Resources - Scheduling Application			
Section Number	Business Requirements	Vendor Response	Comments
1.00	GENERAL REQUIREMENTS		
1.01	The selected scheduling application must provide the organization with the ability to support complex scheduling, deployment and time management requirements of the Los Angeles County Fire, Probation and Sheriff's Departments.	E	
1.02	The scheduling application must provide the organizations with the ability to change the staffing patterns at a moments notice for the purpose of deploying and redeploying personnel.	E	
1.03	The scheduling application must allow for real-time reporting of information, increase overtime management capabilities, increase accuracy of 3rd Party Contract Billing, and reduce data entry activities for Scheduling and Payroll/Timekeeping personnel.	E	
2.00	SYSTEM INTERFACES		
2.01	The system must be able to import data from other databases, as well as export data to other databases.	E	
2.02	The system must have the ability to interface with Los Angeles County's eHR System, the Advantage 3.8 Human Resources Suite, developed by CGI, Inc.	E	
2.03	The system must have the ability to interface, in real time, with other County applications developed by the County's approved vendor CGI using common data base links or XML/Text-delimited export-import functions.	E	

2.04	The system must have the ability to interface with the Countywide electronic web-based timesheet (TIMEI) to pre-populate user-defined time and leave data each pay period.	E	
2.05	The system must include a built-in export feature for extracting data in standard formats (e.g. Excel, comma-delimited text, etc.) for use in importing information to a Countywide Human Resources Suite.	E	
2.06	The system must include a built-in import feature for uploading employee information from a Countywide Human Resources Suite, when new employees are added, when changes occur to existing employee records (e.g., promotion, lateral transfer), or when existing employees terminate from the Department/County.	E	
2.07	The system must be able to integrate with e-timecards or other time and attendance collection devices - front and back end, and on-line.	E	
2.08	The system must provide for the use of multiple payroll labor activity codes to apply consecutively for duties scheduled for, and worked during, the assigned shift (e.g., alternative staff shifts, regular shift and special events, specialized assignments) for labor based on a 24-hour clock.	E	
2.09	The system must provide support for Customer-defined labor activity coding (unlimited) for work scheduled and performed.	E	
2.10	The system must provide an outbound interface that is able to identify and tag all hours and minutes of a shift with date and time.	E	
2.11	The system must allow for electronic signatures.	E	

3.00 EMPLOYEE INFORMATION			
3.01	The system must be able to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section.	X	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
3.02	Employee Name	E	
3.03	Employee ID Number	E	

3.04	Employee Home Address (Multiple)	E	
3.05	Employee Telephone Number (Multiple)	E	
3.06	Race	E	
3.07	Gender	E	
3.08	Classification/Payroll Title (Multiple)	E	
3.09	Title/Item Number (Multiple)	E	
3.10	Sub-Title/Item Sub Letter (Permanent, Full-Time, Hourly, Per Session, etc.)	E	
3.11	Unlimited Seniority Dates (User Defined)	E	
3.12	Continuous Service Date (CSD) - County Hire Date	E	
3.13	Department Hire Date (DHD)	E	
3.14	Unit Date	E	
3.15	Transfer Priority (Preference) Date	E	
3.16	Assignment Seniority/Priority (User Defined)	E	
3.17	Job Appointment Date	E	
3.18	Skills/Training, Certification/License Expiration Dates (Unlimited and User Defined)	E	
3.19	Training (type; dates training accomplished; expiration dates)	E	
3.20	Certifications (type, expiration and renewal dates)	E	
3.21	Licenses (type; expiration and renewal dates)	E	
3.22	Bonus Codes (Multiple)	E	

3.23	Job Code Numbers (Multiple)	E	
3.24	Availability Status (Active, Inactive, Military Reserve - Active, Military Reserve - Inactive, etc.)	E	
3.25	Assignment Restrictions (Unlimited List of Restrictions with Beginning and Ending Dates for Each and a note field)	E	
3.26	Overtime Eligibility - Yes/No and Expiration Date	E	
3.27	Location Codes (Multiple, User Defined) (Unit of Assignment, Work Location, Pay Location, etc.)	E	
3.28	Unit Code and Organization Code (one primary and multiple secondary) for the Employee by Payroll Title	E	

4.00 POST POSITIONS			
4.01	Post Positions are defined by duty station, job description, and shift.	E	
4.02	The system must allow management to determine the number of duty stations required to be staffed, the number and duration of shifts needed in a 24-hour period, and the days of the week requiring coverage.	E	
4.03	The system must allow schedulers to add or delete Post positions.	E	
4.04	The system must allow management to deploy personnel based upon pre-established staffing patterns designed to provide coverage for each Post by shift.	E	
4.05	The system must propose the deployment of personnel in advance.	E	
4.06	The system must allow management/scheduling staff to make daily/hourly changes to the deployment plan.	E	
4.07	The system must be able to associate an Organization Code/Primary Cost Center for the Post.	E	
4.08	The system must be able to associate user defined data elements with a post (e.g. Activity, Event, Incident, Project, Program, Task).	E	

4.09	The system must be able to associate numerous Payroll Titles with the Post (All Payroll Titles Authorized to Work a Post).	E	
4.10	The system must be able to associate Assigned Staffing Priority for Posts or groups of Posts.	E	
4.11	The system must be able to associate a Job Description with each Post.	E	
4.12	The system must have the unlimited flexibility to associate shifts, hours, days of the week, skills and staff required to cover a Post.	E	
4.13	The system must allow management the ability to place employees in positions outside of their classification on a temporary basis (e.g. an employee works as an "acting" supervisor for a shift).	E	
4.14	The system must allow management to determine the number of Posts that must be staffed for various staffing levels (critical, minimum, optimal, etc.).	E	
4.15	The system should provide a Color Coding System to distinguish the various staffing levels.	E	
4.16	The system must be able to associate whether a Post includes a lunch period/breaks.	E	
4.17	The system must be able to associate whether a Post can accommodate an employee with a physical limitation such as those listed in item 3.25.	E	
4.18	The system must be able to associate each post with a physical location including unlimited user defined codes.	E	
4.19	The system must be able to associate each Post with requisite Skills/Certifications/Training/Licenses.	E	
4.20	The system must be able to Track Equipment assigned to a Post (Unlimited by type and serial number).	E	

5.00 SHIFTS / TIMES

5.01	The system must allow for the first shift of a calendar day to begin one day, cross midnight and end the next day (e.g., early morning shift begins at 2200 hours on Tuesday and ends at 0600 hours on Wednesday). Unit Level Configured.	E	
5.02	The system must be able to record and transmit total actual hours worked on either day. Unit Level Configurable.	E	
5.03	The system must allow for multiple shift start times.	E	
5.04	The system must be able to use both a 12-hour and a 24-hour clock (military time).	E	
5.05	The system must automatically adjust for daylight savings time changes, including crediting employees with one hour of overtime when appropriate.	E	
5.06	The system must automatically adjust for leap years.	E	
5.07	The system must allow for unlimited user defined data fields associated with each shift an employee works.	E	

6.00 SCHEDULE CREATION			
6.01	The system must have the ability to create emergency staffing for an entire organizational unit or sub-components of the unit.	E	
6.02	The system must keep track of holidays and vacations while creating shift schedules on demand.	E	
6.03	The system should manage a dynamic daily roster of all activities by capturing and maintaining the names of all employees that work a given post during a shift, and capturing and maintaining the names of all the posts a given employee works during a shift.	E	
6.04	The system must use labor and business rules and guidelines (user defined) to manage and modify work rosters.	E	
6.05	The system must allow the movement of personnel from one in-service roster to another.	E	

6.06	The system must allow management / scheduling staff to select and assign employees to positions prior to schedule creation.	E	
6.07	The system must allow supervisors/management to permanently assign employees to posts or jobs.	E	
6.08	The system must have the ability to rotate assigned schedules at predefined periods for individuals and groups of individuals.	E	
6.09	The system must allow for automated rotating schedules, special assignments and shift changes.	E	
6.10	The system must allow for user defined scheduling periods and durations.	E	
6.11	The system should have the ability to recognize the transitional period of time when an employee(s) is taken off an alternate work schedule (e.g. 9/80 and 12/80) to determine the appropriate day/date to place that employee(s) on another work schedule.	E	
6.12	The system must be able to ensure that training officers are working the same schedule and post as their assigned trainees.	E	
6.13	The system must be able to rotate days off for personnel as well as rotate days off by post (user defined).	E	
6.14	Many employees work a four day work week in which one of their work days is a double shift (16 hours). The system must be able to assign the day an employee will work their "county double" (16 hour shift) based on current shift coverages and other user defined rules.	E	
6.15	The system must have the ability to generate Emergency Response Staffing Schedules (defined by each unit within each department).	E	
6.16	The system must be able to support all current and future Los Angeles County work schedules and associated work patterns pursuant to business rules and FLSA requirements.	X	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.

7.00 OVERTIME ASSIGNMENT

7.01	The system must have the ability to allow employees to sign-up/bid on-line for overtime spots based upon user defined rules.	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
7.02	The system must generate a confirmation notice to the employee whenever a request has been acted upon (approved or denied).	E	
7.03	The system must populate the schedules and in-service roster when a request has been approved.	E	
7.04	The system must notify employees when sign up/bidding processes start and end.	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
7.05	The system must be able to notify employees when they have been hired to work overtime and provide the employee with detailed information about the position they will work.	E	
7.06	The system must prevent employees from signing up for overtime that would cause them to violate timekeeping rules without management / scheduling staff approval.	E	
7.07	The system must warn management / scheduling staff when upcoming overtime positions will exceed an individual's limit as determined by department rules.	E	
7.08	The system must be able to rank employees according to the number of overtime hours/positions worked within a period of time. User Defined.	E	
7.09	The system must be able to warn management / scheduling staff whenever an employees' schedule will violate County and/or Departmental policies.	E	
7.10	The system must be able to provide a view/report of the total number of scheduled hours of overtime within a predefined period of time based on user defined criteria.	E	
7.11	The system must be able to provide a view/report for the total number of overtime hours worked within a predefined period of time based on user defined criteria.	E	

7.12	The system must distinguish between various types of user defined overtime categories.	E	
7.13	The system must be able to generate and process Overtime Worked Reports.	E	
7.14	The system must be able to track overtime worked by the use of Overtime Reason Codes.	E	
7.15	The system must be able to track reimbursable overtime hours by use of Project Codes (eCAPS COA Accounting Override) based on user defined criteria.	E	
7.16	The system must be able to track overtime worked by the use of a Universal Record Numbers (URN).	E	
7.17	The system must be able to track overtime worked by the use of Control Numbers.	E	
7.18	The system must be able to track overtime worked by the use of an Outside OT Organization Number.	E	
7.19	The system must provide for the following data fields for all overtime worked:	E	
7.20	Overtime Reason Codes	E	
7.21	Ordered and Voluntary overtime	E	
7.22	Paid and Compensatory (saved) overtime	E	
7.23	Universal Record Numbers (URN)	E	
7.24	Control Numbers	E	
7.25	Outside OT Org. #	E	
7.26	Vehicle Make	E	
7.27	Vehicle Model	E	
7.28	County Vehicle Number	E	
7.29	Starting Mileage	E	

7.30	Ending Mileage	E	
7.31	Total Mileage	E	
7.32	Free form field for a narrative explanation and justification of overtime worked	E	

8.00 ABSENCES			
8.01	The system must have the ability to allow employees to sign-up/bid on-line for vacation and training spots based upon user defined rules.	E	
8.02	The system must generate a confirmation notice to the employee whenever a request has been acted upon (approved or denied).	E	
8.03	The system must populate the schedules and in-service roster when a request has been approved.	E	
8.04	The system must notify employees when sign up/bidding processes start and end.	E	
8.05	The system must generate absence/variance requests (reports) when requests are approved.	E	
8.06	The system must allow schedulers and management the ability to approve or deny time off requests.	E	

9.00 SHIFT SWAPS			
9.01	The term "Shift Swap" is also known as "Time Exchange", "Shift Exchange" or "Trade". It refers to one employee working for another employee for an agreed upon portion of time with the understanding that the other employee will pay back the time at some point in the future by working an equal amount of time for the first employee. The agreed upon amount of time is usually a full shift, but can also be for portions of a shift.	E	
9.02	The system must allow for employee-initiated shift swaps with other assigned personnel. The system must require supervisors or scheduling staff to approve the swap before it is authorized.	E	

9.03	The system must verify that employee payroll titles of each employee are eligible to participate in a shift swap with one another (User Defined).	E	
9.04	The system must verify that the employees involved in the shift swap are on like-shifts (e.g. 8-hour shifts cannot swap with 10-hour shifts).	E	
9.05	The system must allow schedulers and/or management to override the shift swap rules.	E	
9.06	The system must ensure that all shift swaps are completed between the two employees only within a user defined period of time (e.g. some department's timekeeping rules state that both portions of a shift swap must be completed in the same calendar week or month).	X	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
9.07	The system should initiate a reminder, at a user defined time, for scheduling staff and employees participating in a shift swap.	E	
9.08	If a shift swap is not completed, the system must be able to alert scheduling staff and generate the appropriate overtime and absence forms for the employees involved.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
9.09	The system must be able to advise employees that request an absence, when they are scheduled to work a shift swap, that they are scheduled to work a shift swap and they will be creating an incomplete shift swap if they proceed with their request.	E	
9.10	The system must be able to notify scheduling and management whenever an employee swaps off of a shift, then works overtime on that same shift.	E	
9.11	The system must be able to notify management and scheduling staff of the number of shift swaps each employee has been involved in during the calendar month at the time the swap request is submitted.	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
9.12	The system must be able to notify management and scheduling staff when a shift swap will not be completed due to employee termination, promotion, transfer (organizational code change).	E	

10.00 MANAGEMENT TOOLS			
10.01	The system must help management fill required posts while ensuring employees are scheduled to work the required number of hours/shifts within a given period of time.	E	
10.02	The system must allow Schedulers to deny all requests for time off for specified periods of time.	E	
10.03	The system must have a free-form "notes section" for Schedulers to leave comments about a particular job assignment, overtime assignment, etc.	E	
10.04	The system must notify management/scheduling staff about various user defined events (e.g. employee-priority for mandated training, required time-off, restrictions on working consecutive shifts/hours, restrictions regarding OT worked, restrictions based on labor laws or MOU's, etc.).	E	
10.05	The system must allow schedulers to identify posts which will not be filled.	E	
10.06	The system must allow for template duplication for scheduling for individuals or groups of individuals.	E	
10.07	The system should include a "user friendly interface" with features such as easy or quick fill capabilities, on-line edits, drop down menus, "type ahead" capability, undue capability, etc.	E	
10.08	The system must maintain a history of all staffing patterns and work schedules. This history should be accessible to schedulers enabling them to quickly and easily apply those patterns for future periods of time.	E	
10.09	The system must ensure that all posts are adequately covered and determine if relief personnel are required based upon unlimited user defined parameters.	E	
10.10	The system must track approved absences, approved absence requests and unapproved absence requests.	E	
10.11	The system must track telephonic notifications of absences (call-ins).	E	
10.12	The system must track absences due to training.	E	

10.13	The system must track the number of anticipated vacancies.	E	
10.14	The system must track partial shifts, including absences for partial shifts.	E	
10.15	The system must have the ability to track other user defined fields as needs arise.	X	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
10.16	The system must allow schedulers to record absences, variances, overtime, time card bonuses, etc. with the use of numeric and/or alphabetic earnings/deduction codes (user defined) which will appear on the daily in-service roster.	E	
10.17	The system must allow schedulers to assign personnel to established posts to generate assigned work schedules (5/40, 4/40, 9/80, 12-Hour, 12/80, 24-hour, etc.).	E	
10.18	The system must be able to track the total number of times an employee was called back within County rules and user defined periods of time.	E	
10.19	The system must be able to determine the number of guaranteed hours worked on a call-back, based on user defined labor rules.	E	
10.20	The system must be able to track actual hours worked on a call-back.	E	
10.21	The system must be able to rank employees according to the number of call backs within a user defined period of time.	E	
10.22	The system must have an override capability for the purpose of adjusting the schedule or adding new information to the schedule at the last minute based on permissions.	E	
10.23	The system must allow management to change the work schedule when needed (FLSA Rules).	E	

10.24	The system must have the ability to notify or give descriptive warnings to management / scheduling staff when an employee is assigned to a post that they are not qualified to work or when an employee's schedule has been changed in violation of labor laws or current MOU's.	E	
10.25	The system must have the ability to give descriptive error/warning messages to users when inaccurate data has been entered in the system or a function can not be completed.	E	
10.26	The system must have the ability to immediately identify when an employee is scheduled to work but is not assigned to a post.	E	
10.27	The system must be able to track employees that are loaned from one unit to another unit on a temporary basis.	E	
10.28	The system must allow for the development of "what-if" scenarios for deployment.	E	
10.29	The system must be able to calculate project staffing cost, prior to implementation, using actual employee salaries and budgeted allocations (S&EB Costs by Shifts, etc.).	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
10.30	The system must allow schedulers and management to temporarily assign an employee to a different post or assignment without affecting that employee's permanent post assignment.	E	

11.00 REPORTS / VIEWS			
11.01	The system must have the ability to export reports in standard file formats (.xls, .txt, ASCII, etc.).	E	
11.02	The system must have the ability to display reports on a screen as well as print reports.	E	
11.03	The system must provide an assigned work patterns (FLSA) view and report.	E	
11.04	The system must provide a shift assignment view and report.	E	
11.05	The system must provide a work station (physical) view and report.	E	

11.06	The system must provide an assigned work schedules view and report.	E	
11.07	The system must have the ability to generate reports prior to payroll processing for cost projections and other reporting requirements.	E	
11.08	The system must have the ability to report on contract, grant and project staffing.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.09	The system must be able to offer all reports as an on screen view.	E	
11.10	The system must have the ability to create ADHOC Reports on any data element (access limited by organizational structure and level of authority).	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.11	The system must have the ability to store ADHOC created reports and restore report formats for future use.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.12	The system must have the ability to generate numerous reports including number of personnel assigned to training by shift, type of training, and location of training.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.13	The system must have the ability to generate reports related to any staffing variance by post or post type.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.14	The system must have the ability to generate reports related to overtime eligibility and overtime limits (user defined).	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.

11.15	The system must have the ability to generate reports on telephonic absences (call-ins) and previously approved absences (requests).	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.16	The system must have the ability to generate Overtime Worked Reports (overtime slips).	E	
11.17	The system must have the ability to generate Swap Reports (swap request slips).	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.18	The system must be able to generate detailed staffing and usage reports.	E	
11.19	The system must be able to produce schedules/rosters that include a field for the beginning and end time of employee shifts (time in and time out).	E	
11.20	The system must be able to produce schedules/rosters that include a field for the actual hours worked by an employee each day.	E	
11.21	The system must be able to produce schedules/rosters that include a line-by-line free form field next to each employee name on the schedule for comments (e.g., to note skills, trainings, etc.).	E	
11.22	The system must be able to report on employees that are loaned into a unit and employees that are loaned out of a unit.	E	
11.23	The system must have the ability to generate daily, weekly, and/or monthly schedules/rosters.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.24	The system must allow users to view and update schedules/rosters from other teams housed at the same location, based on security and work flow rules.	E	

11.25	The system must be able to generate a wide variety of overtime reports based on types of overtime (paid, saved, on-call), locations, time periods, overtime codes, UO numbers, etc. (User Defined).	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.26	The system must have the ability to generate electronic and printed timesheets/timecards in a user defined format.	R	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
11.27	The system must have the ability to generate reports/screens in a calendar view.	E	

12.00 EMAIL / INTERNET			
12.01	The system must have an automated integrated electronic mail component that is capable of sending notifications and requests to employees regarding vacant positions via electronic mail.	E	
12.02	The system must be capable of handling multiple employee electronic mail accounts.	E	
12.03	The system must support authorized scheduling requests transmitted by employees via a network (Internet/intranet/email).	E	
12.04	The system must be able to restrict requests based on user defined rules (e.g. employees requesting time off two hours or less before their scheduled shift must contact a supervisor for approval).	E	
12.05	The system must provide Internet/intranet access to any employee's calendar. Employees must be able to view their work schedule and request changes of assignment or time off.	E	
12.06	The system must be able to display a graphical personal calendar via the Internet/intranet for management view.	E	
12.07	The system must provide Internet/intranet access for employees to view various in-service and roster information. Information to be limited by user defined access restrictions.	E	

12.08	The system must provide automatic notification to employees regarding requests or requirements to work, or any change in their work schedule, via multiple email accounts.	E	
12.09	The system must provide automatic notification to management / scheduling staff via email of staffing alarms caused by changes in staffing levels and work schedules (user defined).	E	
12.10	The system must automatically maintain an audit trail of outgoing email messages. The audit trail must reflect read receipts for each email account when possible (internal SDN emails).	E	

13.00 TELEPHONY			
13.01	The system should have a Telephony component that is capable of automatically making and receiving requests of line staff to fill vacant positions telephonically without human intervention (interactive communication).	E	
13.02	<p>The system must support, or be compatible with, existing County telephone systems. The participating Departments currently utilize four telephone systems in their data centers. They are as follows:</p> <p>SHERIFF – Cisco Unified CallManager 6.1 (NORWALK, CA), and *NEC 2400 (HEADQUARTERS) FIRE – Nortel Meridian System 1 PROBATION – Nortel-Norstar Meridian Key Systems Unit</p> <p>Additional information: *The Sheriff staffs two (2) data centers; one is primary, and the other serves as a backup. The Sheriff has plans to phase out the NEC system located at the Sheriff’s HQ data center. There is no set timeline for the phase-out of the NEC system, however, once it is phased out, the new replacement system will be identical to that which is installed at the NORWALK data center (Cisco IP).</p>	E	

	A decision has not been made by the Sheriff as to which data center will house the successful Scheduling Solution.		
13.03	The system should be able to use pre-recorded messages for outbound telephonic messages including broadcast messages regarding emergencies or "all call" situations. The system should have the capability to use individually pre-recorded (by unit) or Organizationally pre-recorded messages.	E	
13.04	The system should be able to accept scheduling or absence requests from any touch tone telephone with user defined restrictions.	E	
13.05	The system should have the ability to track telephonic notices of absence (call-in) and whether or not replacement personnel were assigned to fill the job/position.	E	
13.06	The system should provide automatic notification to employees regarding requests or requirements to work, or any change in their work schedule, via telephone.	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
13.07	The system should provide automatic telephonic notification to Supervisors/Administrators of staffing alarms caused by changes in staffing levels and work schedules (user defined).	E	
13.08	The system should be able to distinguish between same day telephonic absence call-ins (one day) versus telephonic call-ins for an extended period of time.	E	
13.09	The system should maintain an audit trail of all outbound telephone calls and the status of those calls (Completed/No Answer/Busy/Answering Machine/Etc.).	E	
13.10	Application must be able to create manpower pools for quick response during emergent situations and notify employees via email, telephone and answering machine simultaneously.	E	
13.11	The system should be able to initiate phone calls to specific groups of people based on various data elements (e.g. Employees at a specific work location, Employees that live in a particular zip code, etc.).	E	

13.12	The telephony component can be an integrated part of the application, or a third party component.	E	
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14.00 SECURITY			
14.01	The system must govern scheduling authority with a security system.	E	
14.02	The system must use security codes/passwords.	E	
14.03	The system must have the ability to logon onto the system via biometric devices, radio frequency identification, or other identification devices.	X	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
14.04	The system must be able to maintain a history of employee variances, job assignments and schedules, as well as be able to create views/reports based on the interaction between these data elements.	E	
14.05	The system must be able to maintain a history of employee hours worked at each post/job/schedule.	E	
14.06	The system must be able to maintain a history of employee training, skills, certifications and licenses which can be accessed for views/reports.	E	
14.07	The system must allow access to the application to designated employees based on their organizational structure and level of authority.	E	
14.08	The system must allow temporary access to the application to designated employees when they are placed in an "Acting" supervisory/management role based on their organizational structure and level of authority.	E	
14.09	The system must be able to automatically keep audit trails on every record produced, updated or changed.	E	
14.10	The system must automatically maintain an audit trail of the rules used to fill vacancies.	E	
14.11	The system must automatically maintain audit trails on every change in business rules.	E	

14.12	The system must be able to maintain active records and work history for at least 24 months.	E	
14.13	The system must be able to archive scheduling history and records that are over 24 months. The archived information must be accessible to management and employees for viewing.	E	

15.00 SPECIAL EVENTS			
15.01	The system must be able to accommodate scheduling and timekeeping for special events or temporary assignments (Planned and Unplanned).	E	
15.02	The system must be able to accommodate small events that affect only one unit (e.g. High School Football Game, Security for a Movie Shoot).	E	
15.03	The system must be able to accommodate large events that require staffing from several units (e.g. Annual Pasadena Rose Parade, Countywide Elections).	E	
15.04	The system must be able to accommodate unplanned emergency activations for various events (e.g. fires, earthquakes, civil disturbances, etc.).	E	
15.05	The system must be able to track billable hours (regular and overtime) for all special events by the use of Overtime Reason Codes and Project Codes (eCAPS COA Accounting Override).	E	

Supplementary Information: Functional Business Requirements

Section 1.00 GENERAL REQUIREMENTS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	1.01, 1.02, 1.03

General Requirements Summary: TeleStaff is used by over 500 Public Safety organizations across North America. With over a decade of experience, no other solution provider understands the County's complex and demanding scheduling needs better than PDSI. With TeleStaff, the County is investing in an advanced and proven COTS AESS with the flexibility to accommodate the County's need to changeover from multiple manual intensive scheduling processes to an automated solution designed to meet the specific needs of each participating County department: Sheriff, Fire and Probation.

With configurable Staffing Strategies, TeleStaff is ready to adjust to the scheduling needs of each County department. TeleStaff utilizes the scheduling information defined for each employee to generate visual staffing Rosters that depict the current and future scheduling needs while maintaining past Rosters for reference. Relying on TeleStaff's unique Staffing Strategies, the TeleStaff Roster is ready to accommodate changes in staffing patterns at a moment's notice.

Each County department has the flexibility to configure their unique scheduling information required to maintain fair and consistent staffing practices while managing overtime. Work codes in TeleStaff track staffing, including scheduling instances for third party contract billing. TeleStaff authority functions further assist the County with a check/balances process by enabling users with the proper access to confirm and 'sign off' on the days scheduling once it is complete. This confirmation enables accurate real-time reporting. In addition, TeleStaff will export this information to the County's eCAPS –TIMEI payroll system for further processing.

Section 2.00 SYSTEM INTERFACES	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11

System Interfaces Summary: PDSI provides tools that have been designed to assist in the transfer of data between TeleStaff and third party systems. PDSI has experience in interfacing TeleStaff with many third party systems in order for our customers to fully benefit from an automated solution. Examples of TeleStaff integration include transfer of TeleStaff payroll data to departmental payroll systems, data transfer of personnel data using the TeleStaff Gateway to RMS and transfer of TeleStaff roster data to CAD systems. Each TeleStaff customer organization not only uses different systems within their operations, but vary in their levels of automation preferences.

Please see [Section C.2](#) of this response for more information on TeleStaff's interfacing solutions, including the export and import of pertinent County information.

Section 3.00 EMPLOYEE INFORMATION	
<i>Requirements Cannot be Met</i>	3.01
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28

Requirement 3.01: TeleStaff meets the requirements of the defined data fields within the 'Employee Information' Section. In addition TeleStaff has numerous areas such as Specialties, Groups, Can Act As, Profiles, Assignments, etc. that can accommodate a virtually unlimited amount of information. However, as TeleStaff is a COTS system, it does not provide customers with an 'unlimited' number of user-defined data fields.

Employee Information Summary: With TeleStaff each department has the functionality to create and define employee definitions for any employee, full or part time. This is accomplished through the Personal Information window that details each County employee:

- *General Information:* Employee general information is tracked within TeleStaff. This includes the employee's name, home address, phone numbers, ID numbers, race and gender.
- *Profile Information:* This includes the employee's classification/rank/payroll titles/titles, sub title/item sub letter (job level/skill level), seniority dates, service dates, department hire dates, transfer dates, acting ranks, skills/training/certification/license information with expiration dates (specialties), licenses, groups, promotion/hire dates, location (for proximity staffing), availability for signup groups. TeleStaff enables each County department to define a virtually unlimited number of Profiles/Seniority Dates. Users may have multiple Profiles; this is especially useful when retaining past and present information while defining new future-dated promotional information for the employee. Profiles utilize TeleStaff's patented Dynamic Date technology that enables each profile to be automatically activated and deactivated at user-defined intervals. Furthermore, information in this area is referenced in Staffing Strategies that will ultimately qualify/disqualify the employee for working opportunities.
- *Assignment Information:* This includes the employee's Shift and Assignment information such as shift, shift mask, agency, region, station, unit, assignment seniority (position), unit date (DyD), appointment date (DyD), bonus codes, job codes, complex rotational assignments, assignment restrictions, future-dated assignments and assignment 'templates' may also be defined. Like Profiles, Assignments utilize TeleStaff's patented Dynamic Date technology that enables each assignment to be automatically activated and deactivated at user-defined intervals. TeleStaff's Staffing

Strategies provide the engine to qualify/disqualify employees from working assignments or from qualifying for overtime. Work codes help further define the location/assignment information/pay for the employee; while TeleStaff's Organizational Structure provides each County department with a template to define Agency, Region, Station, Unit and Position codes that are paired with each employee's working assignment and ready for reporting/export.

- *Message Information:* This area tracks all the messages sent to the employee. Messages may be scheduled or sent on-the-fly by authorized personnel. The Messages area tracks the details of the message, including whether the message was delivered over the telephone or not.
- *Payback Information:* TeleStaff provides employees with the flexibility to initiate shift swaps, provided they are not violating any department defined post/shift specialties, rank or working requirements. As with all work codes in TeleStaff, shift swap work codes may be configured to require approval from a user with higher authority. Information that is tracked in the area includes the name, number of hours (the employee owes or is owed), and the code information as to why and when the trade was recorded.
- *Penalty Information:* This area lists all of the employee's Penalties and Probations. Typically, Penalties charge opportunities for a refusal of work offers and Probationary periods prohibit the use of work codes for a certain period of time.
- *Logged Information:* This area displays information about the employee's logged work history. A tally of total hours logged and/or charges within a period are tracked. TeleStaff's Staffing Strategies utilize this information for the fair selection of qualified and available candidates. The hours are tracked by defined periods of time, such as a period or calendar year.

Section 4.00 POST POSITIONS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20

Post Positions Summary: TeleStaff's staffing rosters are dictated by 5 hierarchical scheduling levels: (from highest to lowest) Agency, Region, Station, Unit, and Position. Each level may be renamed (i.e. Position to Post) to accommodate department-specific terminology. Personnel are staffed at the post level and are dependent on the defined Shifts within each department; thus multiple work schedules governed by department-specific scheduling rules are displayed on the Roster. The Setup area within TeleStaff allows for the creation of these levels; in addition staffing priorities are also defined that determine the importance of staffing one type of post over another. This provides an unlimited number of items within the Database and the names are user-defined. These levels, such as Post, Station, allow the association of Account Codes/Cost Centers to different levels of the Organization. For example, the Agency can be renamed to Facility.

The Roster displays the information in the following order: Roster Date, Department name (Organizational Level 1), Battalion/Division/Bureau name (Organizational Level 2), Shift Name, Station name (Organizational Level 3), Area/Post/Unit name (Organizational Level 4), and the Post/Job Title (Organizational Level 5). This enables schedulers to quickly determine the number of duty stations required to be staffed, the number and duration of shifts needed in a 24-hour period, and while viewing multiple rosters, determining the weekly coverage.

The Roster also enables authorized users to deploy, suppress or fill posts at any time; whether these changes be immediate, hourly, daily, weekly, etc. Depending on the level of automation the County department utilizes, TeleStaff can make these decisions for the schedulers so that they can concentrate on other areas of the schedule that may require their attention. With the use of a virtually unlimited number of color-coded Work Codes (Organization Code/Cost), schedulers can specifically identify and address specific working exceptions. Roster Counts are defined which represent the minimum Ranks, Specialties, needed based on Shifts, Days of the Weeks and/or timeframe. Color Coded Alarms display to represent a Day, Shift, or Timeframe, that is below the necessary staffing manning levels.

Additional/Extra positions and/or units can also be created and deployed on the Roster when the need arises. If an emergency, such as a riot or wild land fire occurs, additional units/personnel can be quickly deployed with critical supplemental information such as activity, event, incident, project, program and task information.

The Post/Job Title usually represents the rank, such as Police Officer, Corrections Officer, or Firefighter. The Post/Job title level of the Organization also allows for the use of Overriding names. Overriding names allows each County department to customize what end users see on the Roster.

Certifications, or Specialties in TeleStaff terms, are a crucial and effective tool when determining where employees may and may not work. When posts require specific qualifications such as Hazmat, Gang Suppression Expert or USAR, TeleStaff will ensure that only qualified personnel with these specialties are candidates for the post. Gender requirements are also carefully managed in TeleStaff. Rules that require certain posts be staffed with male/female personnel are stringently applied by the Staffing Strategies setup by the department. Groups and Specialties can be associated with both People and the Positions. Attaching Specialties/Groups to specific positions guarantees that only qualified or certified people can work in the position.

TeleStaff enables the creation of unlimited shifts. The Shifts are configured based on a pre-defined pattern of days, the start time and the duration of the Shift, such as 7:00 AM for 9 hours. The shift also can be configured with the inclusion of breaks. For example, if the Administration shift requires a lunch break of 1 hour if the person works over 6 hours.

Each employee's personal Profile contains their Rank/Job Title/Payroll Title, Out of Class/Acting Abilities, Specialties, and Groups. The Staffing Rules and Strategies that are user-defined allow the qualification of those with specific Specialties/Certifications. It also allows for the determination of the correct ranks that are qualified to work specific positions. The Staffing Rules and Strategies also determine the order in which the ranks are called, such as Same Rank/Rank-for-Rank first and then Out of Class/Acting Ranks next.

Critical Time periods can be defined to represent the portion the vacancy that is needed to be staffed. For example, if Patrol Days Shift consists of multiple overlapping shifts such as 07:00 for 10 hours, 07:30 for 10 hours, and 08:00 for 10 hours but only a portion of the shift needs to be staffed from 08:00 for 9 hours, the Critical Timeframe of the shift would represent the Non-Overlapping portion of the shifts that is needed to bring the Shift back to minimum manning levels.

Attachments can be utilized to associate specific equipment, such as Radios, Cars, Tazers, etc. with specific positions or even people. TeleStaff Attachments allow for an unlimited number of items that can be attached to any of the Organizational Levels, such as Units/Posts and even People.

Section 5.00 SHIFTS / TIMES	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07

Shifts / Times Summary: Through an advanced Shift defining system, complex shift definitions such as those that span more than one day are configurable within the TeleStaff Solution. With a definable and repeatable pattern, shifts are configured at the position and/or at the personnel level. This opens more flexibility to manage each County department's complex shift patterns, shift times and overall shift management. Each definable shift can accommodate multiple shift start times. These help further define the shift that may have varying start times day to day, week to week, etc. In addition, TeleStaff offers the flexibility to define a Critical Time period within the defined shift time range. When a vacancy occurs on the Roster and a Critical Time has been defined within the Shift/Shift Time configuration, TeleStaff will display a vacancy *only* for the Critical Time period. This is useful to restrict the time of vacancies when shifts overlap.

Accrued hours worked for each employee are captured through TeleStaff's management of the TeleStaff schedule that incorporate a delicate combination of shifts, work codes and assignments.

Shift functionality is critical, especially in adjusting for Leap Years. To address these uncommon events, the TeleStaff Task Manager is configured to implement roster assignment adjustments to accommodate the change in schedules.

Through the use of the Formula ID and Notes system, Shifts may accommodate a virtually unlimited amount of Shift information an employee works. For ease of access, these are attached to the employee on the TeleStaff Roster for quick access. Notes may additionally be accessed through the Attachments area of the system.

Section 6.00 SCHEDULE CREATION	
Requirements Cannot be Met	6.16
Deviated Requirements	NONE
Requirements Met	6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15

Requirement 6.16: TeleStaff is highly configurable and may accommodate the County's current staffing business rules and FLSA requirements; however without knowing the current/future business rules PDSI cannot answer 'Yes' to this requirement until we review and determine the department's current/future defined rules. It is highly unlikely that the County will raise a scheduling issue that the TeleStaff team hasn't seen or the product cannot support. More likely, our team will suggest multiple methods to perform each function and engage in an effective dialogue with the County to illustrate the pros and cons of each.

Schedule Creation Summary: TeleStaff is ready to accommodate each participating department's need to automate scheduling and staff management processes while enforcing department specific scheduling rules and procedures. With TeleStaff, each County department configures their scheduling rules, including routine and emergency guidelines, in the form of Staffing Strategies. These Staffing Strategies generate a list or lists of qualified employees based on the rules that govern who should get the vacant position first. Once defined, Staffing Strategies are attached to each position/post within each department's organizational structure. When a position becomes vacant (due to Sick Leave, Vacation, etc.), TeleStaff builds a list of candidates based on each department's scheduling rules and procedures. Each list may be qualified, ordered and prioritized uniquely based on dozens of qualifiers; i.e. by rank, specialties, skill sets, hours worked to date, number of overtime occurrences, seniority, etc. With Staffing Strategies, hundreds of combinations of filterable priorities are available; thus TeleStaff can accommodate varying and differentiating MOUs that drive the scheduling for Sheriff's, Fire and Probation departments. Furthermore, *TeleStaff will automatically staff the most qualified candidate in the vacancy based on each County department's staffing rules.*

To illustrate Staffing Strategies:

TeleStaff provides a detailed hierarchy of checklists to determine the best qualified candidates and how they are ordered for callback. Here is a basic definition of some of these checklists: Specific RULES are configured to qualify a specific type of employee. LIST TARGETS are comprised of a group of individual Rules that collectively include groups of qualified employees. LISTS are defined to sort the qualified list candidates in the proper order. A LIST CHAIN is a collection of Lists that are ordered to address a staffing scenario. During the TeleStaff staffing process the order of the Lists in the List Chain are followed one by one. A LIST PLAN represents the result of a logical staffing strategy comprised of each of the previous elements that are chained together and attached to each position on the Roster. When a vacancy occurs, TeleStaff takes the

configured staffing strategy and produces a list of qualified candidates based on the County department's rules to fill the vacancy.



The sorting of the personnel that usually occurs on the LIST level is dependent on the rules each County department defines. Many different types of sort orders may exist, so TeleStaff provides each participating department with the flexibility to configure a virtually limitless number of sorting strategies designed to address these needs. TeleStaff also provides our patented Dynamic Dates and Dynamic Arguments to help define when these rules are active/inactive. This technology gives each County department the power to detail complex scheduling rules including emergency staffing criteria. Each participating department will define, update, and modify new or existing business staffing rules, collective bargaining rules, and operating protocols at any time; thus as the departments change and implement new scheduling rules, TeleStaff can accommodate these changes.

With the flexibility to support a virtually unlimited number of work status codes each County department may define the criteria for each code. The use of color-coded work codes on the Roster brings to focus staffing exceptions such as holiday/vacation leave, overtime, trades, etc. easily identifiable. By combining work codes, organization levels, employee assignments and shifts, TeleStaff generates a dynamic interactive Roster that tracks and manages all activities; including names of employees working on a particular post/shift and all possible exception tracking information associated with each employee's record. With TeleStaff each employee has a defined *normal* working schedule that TeleStaff automatically manages; including schedule periods, rotations and special assignments. This enables schedulers to only worry

about selecting and assigning employees who might deviate from their normal post/shift. Anytime part of a *normal* work schedule (that is comprised of a shift and assignment) is changed for a particular employee, the authorized schedulers can easily change it using TeleStaff patented Dynamic Date technology; even if that change is in the future. Once the new post assignment date is defined, TeleStaff takes over and implements it at the date/time it is defined. In addition, Emergency Response Staffing schedules can be pre-configured and ready for deployment and assignment at a moment's notice. Best of all, these schedules can be pre-configured with Staffing Strategies that accommodate strict staffing rules that are often used to mandatory employees into work.

TeleStaff enables authorized employees to better manage the pairing of training officers with their assigned trainees; whether the pairing lasts for one day or several months. Staffing Strategies will help authorized users manage staffing exceptions, such as ensuring probationary officers are assigned to an authorized FTO; while excluding them for qualifying for single-seat unit vacancies.

Section 7.00 OVERTIME ASSIGNMENT	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28, 7.29, 7.30, 7.31, 7.32

Overtime Assignment Summary: The process of signing up for additional work is intuitive and user friendly for County employees. Employees simply access their Personal Scheduling Calendar and insert a signup work code onto their calendar, thus identifying their desire to work a Shift, part of a Shift or an Event on a particular day. Utilizing Staffing Strategies, employees will be contacted only if they meet the qualifications and staffing parameters of the vacancy. For example, if the employee violates ‘overwork’ rules or does not meet the required specialties (i.e.: Hazmat, SWAT, Gang Recognition Experts, etc.) and/or gender/race requirements of the position they will not be considered for the vacancy. All Staffing Strategies can accommodate each County department’s need to organize a qualified call out list for each type of post/position/staffing scenario required by the MOUs/Scheduling rules.

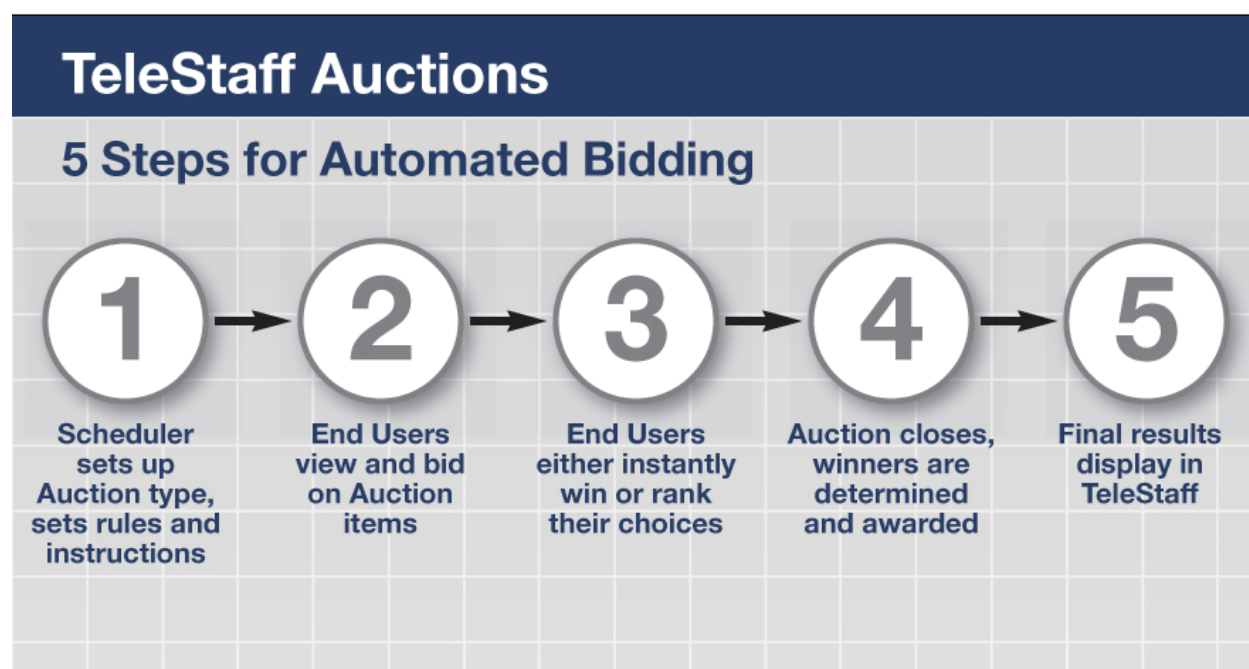
Through TeleStaff’s Outbound Notification system, employees are notified when the signup/bidding processes begin. When an employee is contacted TeleStaff provides assignment information such as the Shift, Post, Date/Time of the offer. The employee then has a certain amount of time (defined by each County department) to accept the work request. When a work request is accepted, TeleStaff automatically updates all calendars and rosters with the updated information.

Each County department has the flexibility to configure a virtually unlimited number of work status codes in TeleStaff. Each work code accommodates specific criteria that determine how the work code is used within the system. Work codes are similar to department payroll codes in concept and work codes are created for all the payroll needs, but there are important differences. The major difference is that work codes can help automate specific staffing business rules. While most work codes represent working, non-working, and regular duty working information some work codes are also created for daily staffing needs that are not normally reported to the payroll department (e.g., Shift Swaps with other staff). Among the work code parameters are the functionality to define how the work code is logged, how hours/counts of usage of the code are accrued, who has access to use the work code as well as defining whether or not a work code may be used in a particular instance. In addition each work code is configured with URNs, control numbers, external numbers, reason codes, type, Color, Payroll Code, Account, Minimum Hours, Maximum Hours, Wage Factor, Suppress Vacancy, Paybacks By, Approval, Where, Account, Detail Code, Earliest Start Time, Latest End Time, Default Time Mode, List Plan Override, Do On Duty Check, Pass Account to Working, Disabled on Probation, Auto Notify if Appropriate, Formula ID Headcount, Roster Headcount,

Include in Is Working check, Include in FLSA, Pin to Inserted Location, But Still Available, Charge, Hidden, No Roster Impact, Push Unassigned, Allow Note, and Group. In addition, attachments/notes give each County department the added benefit of defining Vehicle Make, Vehicle Model, County Vehicle Number, Starting Mileage, Ending Mileage, Total Mileage and any free-form text required to be associated with the employee record on the Roster.

Section 8.00 ABSENCES	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	8.01, 8.02, 8.03, 8.04, 8.05, 8.06

Absences Summary: PDSI has included the Auctions module with our response. This module enables County employees to directly bid on or choose desired positions (training spots), vacation time or guaranteed leave creating a more flexible staffing environment. With Auctions, employees are given more control over their schedules, and have better tracking capabilities during the bidding process while supervisors spend less time and resources conducting manual bidding, and more time on high priority activities.



Some of the key features and benefits of Auctions for both managers and employees include:

- Seamless integration to TeleStaff
- Reduced time spent on filling shift assignments and allocating time-off
- Elimination of paper bidding
- Enforced fair and equitable scheduling through configured business and bidding rules
- Centralized bidding administration
- Targeted auction types to match the way each County department bids
- Greater flexibility and control over schedules for employees
- Less paper forms and waiting periods for employees

- Faster bidding and awarding – employees can view, choose and 'instantly win'
- Better tracking capabilities during the bidding process
- Secure environment

The primary advantage to a TeleStaff auction is that it greatly reduces the time and resources required to ensure that assignments and leaves are distributed in a fair and consistent manner in accordance with the County department's policies and procedures. In addition, the TeleStaff Auctions module distributes and confirms the auction results on the TeleStaff Roster, TeleStaff Reports, the employee's Personal Calendar and/or updates the employee's assignment as required. This saves a tremendous amount of time on the part of the schedulers, who are required to ensure the auction is successful. Employees also benefit from the reduction of time needed to plan their leave or prepare for their new assignment.

TeleStaff also increases leave productivity through a secured approval system. County departments may configure work codes so that schedulers approve/deny leave requests; have TeleStaff approve/deny leave requests; or a combination of both manual and automated processes, which the County department configures. Approval reports for leave may be generated through the Advanced Scheduling Calendar by filtering requests through TeleStaff's advanced filtering system.

Section 9.00 SHIFT SWAPS	
<i>Requirements Cannot be Met</i>	9.06
<i>Deviated Requirements</i>	9.08, 9.11
<i>Requirements Met</i>	9.01, 9.02, 9.03, 9.04, 9.05, 9.07, 9.09, 9.10, 9.11, 9.12

Requirement 9.06: TeleStaff does not currently have a mechanism to ensure that the second transaction of a Shift Swap occurs.

Requirement 9.08: TeleStaff cannot enforce when the trade is paid back or notify supervisors that a trade can't be paid back due to termination, promotions, etc. Supervisors/Staff would need to run the Payback report before entering promotions, terminations, etc. Each report can be automatically delivered by e-mail in conjunction with the Task Manager. A custom report utilizing PDSI's Custom Reporting Tool can be developed in order to meet this requirement if the TeleStaff Payback Report does not meet the County's 'absence forms.' PDSI has included 30 custom reports and a Custom Reporting Tool training course to further assist the County with their current and future reporting needs.

Requirement 9.11: A script will need be configured to the existing TeleStaff Payroll Export feature to provide the County with this functionality.

Shift Swaps Summary: Shift Swaps allow for a person to take time off, and requires the person to select who will be working instead. Shift Swaps can be configured to require Supervisory approval and can be limited on when and how many Shift Swaps can be entered/requested during a specified timeframe. Shift Swaps can be tracked based on the number of hours traded or how many (counts) trades have been entered. Reports also provide information as to when the trade was entered, who the trade was with, hours or the number of trades, and how old the trade is.

Each County department has the flexibility to allow shift swaps with employees of the same Rank or employees that can work in an Acting/Out of Class capacity. Shift Swaps also take into consideration the Specialties/Certifications of the trading employee. TeleStaff, based on Authority, allows specific employees to override these issues. For example, TeleStaff may be configured to prevent a Firefighter and a Probationary Firefighter from trading time. It can also prevent an Officer specialized in Gang Recognition from trading with an Officer without one.

TeleStaff allows for the configuration of custom Dynamic Issues that limit *WHO* can trade, *WHEN* the trade can be entered and even *HOW MANY* trades can be entered. Authorities determine WHO can override these issues. Dynamic Issues can also allow the person trading to select from a limited group of people, based on Rank, Specialty, and Shift. In addition, TeleStaff can prevent employees from requesting/entering leave or accepting overtime when already working a shift swap. Further, when entering/requesting a shift swap/time trade, TeleStaff

automatically displays the list of employees who currently *OWE* the person requesting the trade and, once approved, can be configured by the County to notify the employees involved in the time swap.

Section 10.00 MANAGEMENT TOOLS	
<i>Requirements Cannot be Met</i>	10.15
<i>Deviated Requirements</i>	10.29
<i>Requirements Met</i>	10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, 10.27, 10.28, 10.30

Requirement 10.15: TeleStaff is a COTS system that enables the County to define a multitude of user-defined information such as Work Codes, Shifts, Shift Masks, Specialties, Groups, Ranks, etc. that may meet the County's need to define additional information as necessary. Because of this, TeleStaff cannot accommodate the County's request to track other user-defined fields as needs arise outside the existing fields/features of our COTS system.

Requirement 10.29: A script will be configured to the existing TeleStaff Payroll Export feature.

Management Tools Summary: With each participating department's scheduling rules and procedures in place, TeleStaff is designed to identify and manage vacancies on the TeleStaff Roster that occur at each defined post within the corresponding department's organizational structure. With each post assigned a Staffing Strategy, County schedulers/management can quickly and easily find qualified candidates to fill the vacancy. Whether the rules look toward moving available personnel when above minimum staffing levels or generating lists of 'signup' personnel for overtime, TeleStaff is designed to assist and alleviate schedulers of the time-consuming task of identifying vacancies and filling those vacancies with qualified employees; while ensuring that employees are scheduled to work the required number of hours/shifts within a time period. Furthermore, TeleStaff provides each County department with the flexibility to manage vacancies in multiple levels of automation.

TeleStaff offers three main approaches to filling a vacancy: **Manual, Semi-Automated, and Automated**. PDSI's past experience in providing automated scheduling systems to the Public Safety sector reveal that when customers change from manual intensive scheduling systems to TeleStaff, they implement in order from Manual, Semi-Automated, to Automated. This enables each department to adjust to the new system and/or personalize the TeleStaff system to manage varying scheduling tasks while maintaining other scheduling processes that require human intervention (i.e.: deploy additional posts for emergencies or events). Below is a summary how each approach is applied in TeleStaff:

- When scheduling **Manually**, the scheduler fills a vacancy by selecting a person from a TeleStaff-recommend list of qualified candidates. TeleStaff automatically generates a list of qualified candidates as well as provides the scheduler with a recommended

telephone number to contact each person. When the staffing administrator finds a candidate to fill the vacancy, they simply confirm the candidate into the position and move on to the next vacancy at hand. This is the manual way of using business staffing rules to staff a vacancy in TeleStaff.

- When scheduling **Semi-Automated**, TeleStaff assists the scheduler with contacting qualified candidates to staff vacancies on the Roster. Instead of the user taking valuable time to call each employee and offer them the position, the user can simply initiate the outbound telephony module from the Roster by right clicking on the vacancy and selecting the outbound option. TeleStaff immediately runs the rules and procedures, builds a list of qualified candidates, and begins sending out, in order, working opportunities to the employees. Every time an employee logs in to TeleStaff over a Workstation, telephone or through the Internet via WebStaff, they are prompted to identify themselves through a secure password so that they can accept or deny the work offer. If the employee rejects, TeleStaff records the date/time the assignment was rejected and moves on to the next employee to contact. The scheduler can monitor/audit this process from the Roster while moving on to other tasks. When an employee accepts the position, TeleStaff automatically places their name into the vacancy on the roster.
- When staffing **Automated**, TeleStaff staffs vacancies on the Roster in a completely automated fashion. The TeleStaff Administrator schedules TeleStaff to automatically staff or suppresses vacancies on the Roster without any scheduler intervention. To fill a vacancy on the Roster, TeleStaff creates a qualified list of candidates (based on each department's scheduling rules) for each vacancy and contacts in order (defined by each department) the employees to fill the vacancy. As candidates accept, vacancies are filled. If an employee cannot be found to fill the vacancy, a Staffing Strategy can also contact an authorized employee for human intervention.

The TeleStaff Roster is designed for ease of use while providing powerful management tools to assist authorized users with the daily management of scheduling employees. TeleStaff automatically generates present and future rosters based on the scheduling parameters defined within the system. Through Staffing Strategies, roster alarms and work codes the TeleStaff roster provides visual indicators for all staffing activity. Depending on the configuration of the system, TeleStaff ensures that each post is covered or is identified on the Roster so that County department schedulers can take action. Work codes are utilized throughout the system (Rosters, Personal Calendars, Advanced Calendars, Reports, etc.) to identify approved absences, requested leave and unapproved leave requests; while unassigned personnel are easily identified for immediate scheduling. Additionally, leave management is completely definable with the flexibility to support a virtually unlimited number of work status codes and the ability to define the criteria for each; including FLSA and external account code

information. By utilizing each participating department's payroll codes in TeleStaff, schedules can be finalized and exported to the County's eCAPS Time Collection system for processing.

The roster schedule can be sorted and filtered by any and all roster and time-keeping information that is viewed and tracked on the roster. Pre-defined, user defined roster and filter views are available to increase efficiency within the system allowing for easy navigation and information gathering. The following filters are available: Date, facility, region, shift, group, location, post, and staff name. Additional filters including, but not limited to, viewing specific work codes, on duty personnel, exceptions based personnel, and all leave personnel are available as well. With these filters in place authorized users can quickly identify and address scheduling needs to particular areas of scheduling responsibility. Whether defining notes, identifying/deploying events, approving time off/filling vacancies schedulers/management can be assured that TeleStaff is assisting them in managing the roster schedule.

Staffing activity such as telephony notifications, anticipated vacancies, partial shifts (leave and working), and contact notifications are all tracked and reportable by TeleStaff. TeleStaff automatically qualifies/disqualifies personnel from working posts based on the specialties, ranks, overwork rules, etc. for each County department. In cases where manual staffing occurs, visual indicators warn users of conflicts in post requirements (such as specialties, out of rank, etc.) so that schedulers can immediately adjust/address them.

Each County department can deploy events on the TeleStaff roster. Events represent any staffing occurrence outside the realm of normal daily staffing and can range from sporting events, seasonal ventures, or expected/unexpected staffing needs that require additional deployment. Depending on the Event setup, Events can have a set number of positions or can be put into action with the authorized user defining the number of positions on the fly.

Whichever option is selected, the Event is deployed on the Roster and staffed immediately by TeleStaff or the scheduler. The hours for these Events can be tracked independently for management and reimbursement purposes. Further, TeleStaff has the ability to populate the County's FEMA reports immediately following an incident for fast and accurate reimbursement. The FEMA module, included with our response, will automatically pre-populate FEMA report data fields with necessary information exported directly from TeleStaff saving each department valuable time and resources.

To maintain a history of all staffing patterns and work schedules each TeleStaff Roster goes through a 'finalized' process. Finalizing is TeleStaff's final confirmation for the staffing records. After records are finalized they are tagged and ready for Payroll. The Roster must be finalized daily (defined by County departments) to run accurate payroll reports. TeleStaff confirms staffing information, including where staff worked, their hours, and the code under which they will be paid. Once a Roster is Finalized, staff will no longer be able to make changes to their own schedule; only users with proper authority can make changes. In addition, the finalizing of

Rosters may be automatically managed by TeleStaff's Task Manager; so, for example, the County can set the Task Manager to finalize rosters 2 days back; giving time for changes to be made.

Furthermore, a copy of the TeleStaff database may be utilized at any time to develop 'what if' scenarios; enabling each County department to explore new scheduling solutions without having to violate the integrity of the production database.

Section 11.00 REPORTS / VIEWS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	11.08, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.17, 11.23, 11.25, 11.26
<i>Requirements Met</i>	11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.09, 11.16, 11.18, 11.19, 11.20, 11.21, 11.22, 11.24, 11.27

Requirements 11.08, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.17, 11.23, 11.25, 11.26: The Custom Reporting Tool provides access to data fields that enable the County to create and incorporate customized reports into TeleStaff. Once the new report is saved, it will appear in the list of TeleStaff reports and can be shared with other TeleStaff users. As Crystal Report viewer is included with TeleStaff, there is no other software required to view the new reports. Custom Reporting Features and Benefits:

- Provides access to TeleStaff data in XML format without requiring access to or knowledge of the underlying SQL database
- 'Copy and modify' convention enables rapid development and deployment of new reports
- Existing and custom reports appear and are accessible from a common repository
- Custom reports can share the same 'look and feel' as existing TeleStaff reports or you can modify the report presentation
- Custom reports can be distributed in the same way as existing TeleStaff reports via print, export and e-mail
- Extends data analysis and decision-making beyond existing TeleStaff reports

Technical Facts:

- XML base files will be maintained version to version by PDSI; therefore, Custom Reports will not be affected by upgrades
- XML data fields are documented on the TeleStaff technical resource page on the PDSI website
- The County needs a minimum of one Crystal Reports development license
- Strong user knowledge of Crystal Reports is required

Crystal Reports is not included with this proposal; however, PDSI has included with our proposal the Custom Reporting Tool, 30 custom reports, and a training course to further assist the County in developing custom reports.


























Reports / Views Summary: TeleStaff has the capability to export reports into 16 different file formats including those referenced below:

- Adobe Acrobat (PDF)
- Crystal Reports (RPT)
- HTML 3.2
- HTML 4.0
- Microsoft Excel 97-2000 (XLS)
- Microsoft Excel 97-2000 – data only (XLS)
- Microsoft Word (RTF)
- Microsoft Word – editable (RTF)
- Record Style – Columns with spaces (RTF)
- Record Style – Columns without spaces (RTF)
- Report Definition (TXT)
- Rich Text Format (RTF)
- Separated Values (CSV)
- Tab Separated Text (TTX)
- Text (TXT)
- XML

TeleStaff provides the user the above options from an integrated drop down box for each report. The user selects the file format and destination for the report data. Reports may be viewed on screen or printed.

An Advanced Schedule Calendar enables authorized employees to access management reports, approve work exception requests, and monitor trends (e.g., vacation, sick leave). In addition, the Advanced Calendar enables authorized employees to query specific groups of users, based on a sophisticated filtering system, to efficiently manage their schedules such as approving time off and viewing working and non-working codes, special days, exception codes, and reports.

The Personal Calendar for each employee has a report view that provides a detailed listing of shifts, exceptions, paydays, special days (holidays), FLSA, events and notes:

TeleStaff					
Calendar Report (Salazar, Jeffery J.)					
12/28/2008 through 01/31/2009					
LIMITED TO:       					
12/28/2008		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
12/29/2008		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
12/31/2008					
				Special Day	New Year's Eve
01/01/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
				Special Day	New Year's Day
01/02/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
01/03/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
01/04/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
01/05/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
01/07/2009					
		06:00	8.5hrs	Overtime	.../Supervisors/Police Sergeant #2
01/09/2009		06:00	8.5hrs	DAYS	.../Supervisors/Police Sergeant #3
		06:00	8.5hrs	Regular Time	.../Supervisors/Police Sergeant #3
				Pay Period End	

TeleStaff provides 12 reports each with an advanced filtering system that enables the County to define, query, and report on user-defined information. A user simply opens the report they wish to run, defines the type of information they wish to include/exclude, and runs the report. This enables authorized users to generate reports prior to payroll processing for cost projections and additional reporting needs. Each report may be exported or printed from an online workstation. Further, TeleStaff provides a FEMA report module that queries data from TeleStaff to report to FEMA for reimbursement.

- **FLSA Report:** This report displays total FLSA hours per staff member. It also displays Work Codes and total hours worked over a date range.

TeleStaff FLSA Report 01/01/2009 through 01/15/2009 Period Finalized				
	<i>Name</i>		<i>Total Code</i>	<i>Description</i>
78129	Abundiz, David		FLSA	
		PO (AR/CPR)	120.00 OT	Overtime (OT)
			85.00 SP	Regular Time
			48.00 CTO	Comp Time Earned (CTO)

- **Accruals Report:** This report displays the accrual balances for all Accrual Group numbers. The report allows the tracking of the remaining balances for each accrual group (i.e. vacation, sick, comp time, etc.). As with all reports, information contained within this window can be exported into many different formats.

TeleStaff Accrual Report 01/01/2009 through 01/22/2009 Effective Date: 01/22/2009 LIMITED BY Accrual Group: 3			
<i>Accrual Group # 3</i>		<i>Remaining</i>	<i>In Period</i>
Abundiz, David	CTO - Comp Time Earned		72.00
Abundiz, David	CTU - Comp Time Used	63.00	-9.00
Administrator, TeleStaff	CTO - Comp Time Earned		
Administrator, TeleStaff	CTU - Comp Time Used	0.00	
Aguilar, Lewis	CTO - Comp Time Earned		36.00
Aguilar, Lewis	CTU - Comp Time Used	27.00	-9.00
Alonda, Ana	CTO - Comp Time Earned		72.00
Alonda, Ana	CTU - Comp Time Used	72.00	
Anderson, Scott C.	CTO - Comp Time Earned		36.00
Anderson, Scott C.	CTU - Comp Time Used	27.00	-9.00
Armstead, Clifton	CTO - Comp Time Earned		108.00

- **Audit Report:** This report enables you to track changes to records within TeleStaff.

TeleStaff Audit History 01/01/2009 through 01/22/2009				
<i>Who</i>	<i>When</i>	<i>Target</i>	<i>Type</i>	<i>Description</i>
Salazar, Jeffery J.				
	01/22/09 12:35:42	Staffing Record	Insert	Edit Insert
	01/22/09 12:35:42	Staffing Record	Insert	Edit Insert
	01/22/09 12:33:34	Staffing Record	Delete	Calavarie, James (RIOT) (1/8/09 07:00,8) /.../Police Comman
	01/22/09 12:33:34	Staffing Record	Delete	Caenzen, Barbara B. (1/8/09 07:00,8) /.../Police Command/...
	01/22/09 12:33:34	Staffing Record	Delete	Cadan, Frank A. (1/8/09 07:00,8) /.../Police Command/.../Poli
	01/22/09 12:33:34	Staffing Record	Delete	Berg, Mark (HNT/INST) (1/8/09 07:00,8) /.../Police Command
	01/22/09 12:33:34	Staffing Record	Delete	Bell, John (CPR/HNT/INST/LL) (1/8/09 07:00,8) /.../Police Con
	01/22/09 12:33:34	Staffing Record	Delete	Beed, Jean (CPR/INST/LL) (1/8/09 07:00,8) /.../Police Comma
	01/22/09 12:33:34	Staffing Record	Delete	Beam, Dan (LL) (1/8/09 07:00,8) /.../Police Command/.../Poli
	01/22/09 12:33:34	Staffing Record	Delete	Barro, Henry (LL) (1/8/09 07:00,8) /.../Police Command/.../SI
	01/22/09 12:33:34	Staffing Record	Delete	Barnum, TheodCae W. (1/8/09 07:00,8) /.../Police Command/
	01/22/09 12:33:34	Staffing Record	Delete	Barnette, Alfred L. (1/8/09 07:00,8) /.../Police Command/.../S
	01/22/09 12:33:34	Staffing Record	Delete	Bany, Paul (CPR/HNT/INST/LL) (1/8/09 07:00,8) /.../Police Co
	01/22/09 12:33:34	Staffing Record	Delete	Baker, Andrew J. (1/8/09 07:00,8) /.../Police Command/.../Sh
	01/22/09 12:33:34	Staffing Record	Delete	Backes, Mark J. (HNT/INST) (1/8/09 07:00,8) /.../Police Comr

- **Contact Log Report:** This report displays all the attempts that were made to contact any staff member during the given date range. It includes an extensive list of why a staff member was contacted, by whom, and the outcome of each contact. All forms of contact appear on this window: Opportunity, Notification, Message and Alarm.

TeleStaff					
Contact Log					
01/01/2009 through 01/22/2009					
For Date...	Type	Contact	Status		
000102 Salazar, Jeffery J.					
01/07/2009	D Opportunity	@ *(714) 864-0761	Accepted	01/20/2009 17:49	Exp. 01/20/2009 17:55
06:00:00	14:30:00	/.../Supervisors/Police Sergeant #2 as Qualified		Overtime (OT)	

- **Costs Report:** This report displays the estimated total costs associated with each work code used over the given date range. This is calculated by multiplying the work code rate by the number of hours used by the wage of the employee. The totals for all codes are displayed at the bottom of the Report.

TeleStaff		
Cost Log		
01/01/2009 through 01/15/2009		
Code	Description	Total
CTO	Comp Time Earned (CTO)	\$3,330.00
OT	Overtime (OT)	\$286.88
	Overtime - Court (OTCOT)	\$8,662.50
SP	Regular Time ()	\$90,953.38
		\$103,232.75

- **Exceptions Report:** This report identifies work exceptions on a day-by-day basis for the staffing activity (e.g., overtime, vacation, etc.). The Exceptions Report can also identify what condition caused the need for the work exception, for example, sick leave, holiday, etc. This report also provides a list of all staff members using that pay code on that day and how many hours they each used.

TeleStaff Exceptions Report 01/07/2009 through 01/15/2009						
01/07/2009		<i>DAYS</i>				<i>Total</i>
OT	Overtime (OT)					8.50
00102	Salazar, Jeffery J. (CPR/INST)	PDSGT	8.50			8.50
01/08/2009		<i>Administrator Shift</i>				<i>Total</i>
CTO	Comp Time Earned (CTO)					384.00
^ 78129	Abundiz, David (CPR)	PO	12.00	36.00		48.00
^ 0216	Alonda, Ana	SD	12.00	36.00		48.00
^ 456	Armstead, Clifton (CPR/DT/HNT)	SGT	12.00	36.00		48.00
^ 2000015	Backes, Mark J. (HNT/INST)	SDTV	12.00	36.00		48.00
^ 13774	Bany, Paul (CPR/HNT/INST/LL)	SDTV	12.00	36.00		48.00
^ 13557	Bamum, Theodore W.	PO	12.00	36.00		48.00
^ 15555	Barro, Henry (LL)	SD	12.00	36.00		48.00
^ 89321	Beam, Dan (LL)	PO	12.00	36.00		48.00
01/08/2009		<i>DAYS</i>				<i>Total</i>
ML	Military Leave (ML)					42.50
. 14061	Anderson, Scott C. (INST)	SD	8.50			8.50
. 13879	Graves, Lauren A. (RI/RIOT)	SD	8.50			8.50
. 2000187	Lanzner, Wayne.	SD	8.50			8.50
. 2000014	Sandlin, Charles G. (CPR/INST/L	SD	8.50			8.50
. 2000006	Smith, Lauren A. (RI)	SD	8.50			8.50
OT	Overtime (OT)					42.50
2000041	Garcia, Darrell J.	SD	8.50			8.50
13880	Gillies, Kathryn	SD	8.50			8.50
14174	Hopkins, Susan E.	SD	8.50			8.50
14174	Hopkins, Susan E.	SD	8.50			8.50
2379647	Skelly, William W.	SD	8.50			8.50

- **Expirations Report:** This Report tracks Specialty expiration dates and displays other types of expiring activities and documents such as physical exams and driver licenses.

TeleStaff			
Expirations			
01/01/2009 through 01/22/2009			
What	Who		When
CPR/FirstAid (CPR)	Abundiz, David (CPR)	78129	01/01/2009

- **Login Report:** This report allows management to track who logged into TeleStaff during the given date range. It also displays when and how that person logged into TeleStaff.

TeleStaff					
Login History					
01/15/2009 through 01/22/2009					
Who	What	Authority	In	Out	How
Salazar, Jeffery J.	Police SergeantFull Access	S	01/22/09 12:26:53		Workstation
	Police SergeantFull Access	S	01/21/09 16:56:23	01/21/09 16:56:40	Workstation
	Police SergeantFull Access	S	01/21/09 10:12:11	01/21/09 10:37:33	Workstation
	Police SergeantFull Access	S	01/20/09 17:52:45	01/20/09 18:06:41	Workstation
	Police SergeantFull Access		01/20/09 17:47:53	01/20/09 17:52:42	Workstation

- **Payback Report:** This report tracks payback balances that occur as a result of trades within the given date range. It displays each code, and lists each staff member who owes a payback trade. Once a trade has been paid back, TeleStaff automatically removes it from the report.

TeleStaff				
Payback Report				
01/01/2009 through 01/22/2009				
Who	Owes	Hours	Since	Age
Shift Trade - Not Working				
Salazar, Jeffery J.	Cadan, Frank A.	8.50	01/20/2009	2

- **Payroll Report:** This report displays total Payroll hours per person for the selected payroll period. In addition, it displays work codes and total hours worked over the specified date range.

TeleStaff Payroll Report 01/15/2009 through 01/15/2009 Period Finalized					
	Name		Total	Code	Description
78129	Abundiz, David	PO (AR/CPR)	8.50	SP	Regular Time
2000186	Aguilar, Lewis	PO (AR/CPR/DRE/	8.50	SP	Regular Time
0216	Alonda, Ana	SD	8.50	SP	Regular Time
14061	Anderson, Scott C.	SD (AR/DRE/INST	8.50	SP	Regular Time

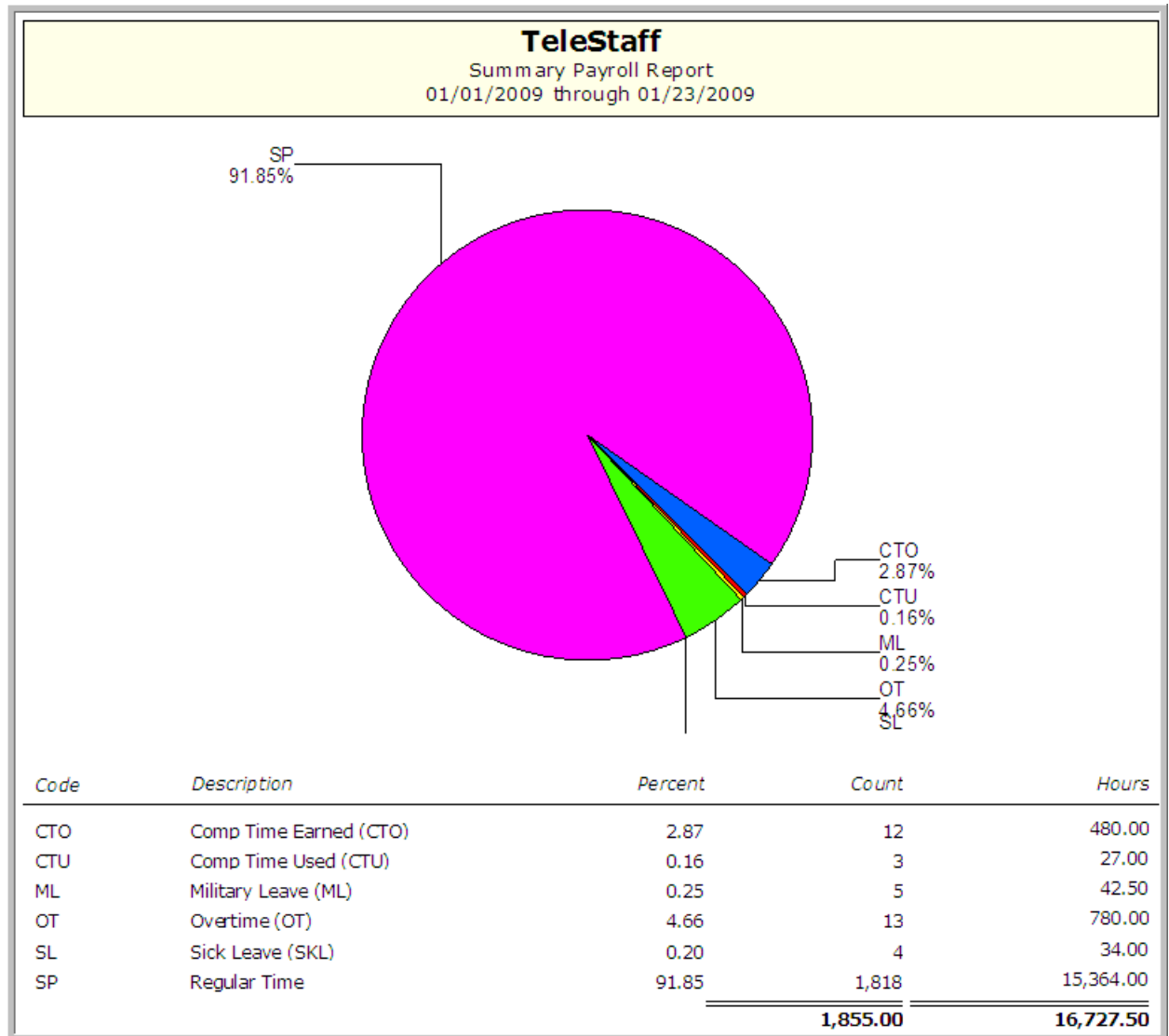
- **Personal History Report:** This report displays detailed information about all Work Codes assigned to staff members. This is the history of staffing or working exceptions associated to staff members over the specified date range.

TeleStaff Personal History 01/01/2009 through 01/15/2009									
Abundiz, David									
CTO	Comp Time Earned (CTO)			48.00		Created		Last Touched By	
^	01/08/2009	DMI	/.../Police Operations/.../Police Of	12.00	36.00	48.00	01/22/09 12:34	Salazar,J	
OT	Overtime (OT)			120.00		Created		Last Touched By	
^	01/06/2009	S	/.../Team 5/Police Officer #8	10.00	110.00	120.00	01/22/09 12:47	Salazar,J	
SP	Regular Time			85.00		Created		Last Touched By	
	01/01/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:40	Salazar,J	
	01/02/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:41	Salazar,J	
	01/03/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:41	Salazar,J	
	01/06/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:47	Salazar,J	
	01/07/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/20/09 17:49	Salazar,J	
	01/08/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:42	Salazar,J	
	01/09/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:40	Salazar,J	
	01/10/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:43	Salazar,J	
	01/14/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:43	Salazar,J	
	01/15/2009	S	/.../Team 5/Police Officer #8	8.50	0.00	8.50	<finalized> 01/22/09 12:43	Salazar,J	

- **Roster Report:** The Roster report provides a capture of the TeleStaff Roster for any given day.

TeleStaff			
Roster			
01/23/2009			
LIMITED BY			
Division: Sheriff Jail			
<div> <div>Friday, January 23, 2009</div> <div> <div>Sheriff Department</div> <div> <div>Sheriff Jail</div> <div> <div>DAYS</div> <div> <div>Detention Center - DAYS</div> <div> <div>Officer in Charge</div> <div> <div>Sheriff Sergeant</div> <div>Barnette, Alfred L.</div> <div>000023</div> </div> <div> <div>Sheriff Sergeant</div> <div>Cupples, Brent</div> <div>000026</div> </div> </div> <div> <div>POD 1</div> <div> <div>Sheriff Deputy</div> <div>Lanzner, Wayne.</div> <div>000187</div> </div> <div> <div>Sheriff Deputy</div> <div>Simms, Garret T. (RIOT)</div> <div>001130</div> </div> <div> <div>Sheriff Deputy</div> <div>Anderson, Scott C. (INST)</div> <div>001300</div> </div> <div> <div>Sheriff Deputy</div> <div>Graves, Lauren A. (RI/RI)</div> <div>001450</div> </div> </div> <div> <div>Release</div> <div> <div>Sheriff Deputy</div> <div>Sandlin, Charles G. (CPR)</div> <div>014774</div> </div> <div> <div>Sheriff Deputy</div> <div>Smith, Lauren A. (RI)</div> <div>021851</div> </div> </div> </div> </div> </div> <div>06:00</div> <div>14:30</div> <div>9</div> </div></div>			

- **Summary Report:** This report is a graphical depiction displaying all working and non-working work codes and their overall totals used by all employees over the given date range.



- **FEMA Report:** The FEMA report, populated through the FEMA module included with our response, will automatically pre-populate FEMA report data fields with necessary information exported directly from TeleStaff saving each department valuable time and resources.

FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD										Page 1 OF 14		O.M.B. No. 3067-0151 Expires September 30, 2008	
APPLICANT <agency>				PA ID NO. 000-00000				PROJECT NO. FEMA 0000-AA-AA		DISASTER DR-0000-CA			
LOCATION/SITE <city>, <state>								CATEGORY		PERIOD COVERING 09/15/00 TO 09/27/00			
DESCRIPTION OF WORK PERFORMED <briief description of labor services provided>													
	DATE	DATES AND HOURS WORKED							COSTS				
		9/15	9/19	9/21	9/27				TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME Albers, Ronald C.	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
NAME Anderson, Mark	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
NAME Andrews, Jay J.	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
NAME Arnold, David A.	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
NAME Bento, Mike	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
NAME Bertrim, Andres	REG	24.0							24.0	\$ 20.00		\$ 20.00	\$ 480
JOB TITLE FireFighter	O.T.												
TOTAL COSTS FOR FORCE ACCOUNT REGULAR TIME												\$ 2,880	
TOTAL COSTS FOR FORCE ACCOUNT OVERTIME												\$ 0	
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM TIME RECORDS THAT ARE AVAILABLE FOR AUDIT.													
CERTIFIED <authorized person submitting form>								TITLE <authorized job title>				DATE 1/26/2009	

FEMA Form 90-123, OCT 05

TeleStaff-r1.2

Section 12.00 EMAIL / INTERNET	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10

Email / Internet Summary: TeleStaff's E-mail Manager (EM) is the automated software component that sends all E-mails from TeleStaff. This software utilizes "SMTP." The EM is utilized when employees have defined an email address as a contact method in their Personal Information window. Once defined, TeleStaff will send working notifications/requests, overtime opportunities, messages, etc. to the employee's email account, provided a valid email address is defined. With up to four contact methods to define multiple email accounts, employees have the flexibility to define how they are contacted by TeleStaff. In addition to the EM, TeleStaff automatically sends out contact logs to notify employees of working requests, assignment changes, overtime opportunities, messages, etc through pre-defined Tasks setup within the Task Manager. This information is quickly accessed, through the Internet, Intranet, email and the telephone. Email auditing records are kept by the EM and Contact Manager for future reference.

Through Staffing Strategies, employee requests for leave, trades, etc. are managed in accordance to the guidelines defined by each County department. Because the rules that manage leave differ, TeleStaff enables each County department to specifically set the parameters of when an employee may submit a leave request. In the County's example in requirement 12.04, TeleStaff will restrict the employee from submitting leave two hours before their shift. TeleStaff will notify them that the leave cannot be submitted and they must contact a supervisor. Furthermore, Staffing Strategies will enable the employee to submit leave through TeleStaff more than two hours before their scheduled shift (it is up to the County to define whether TeleStaff approves their leave or for a supervisor to approve).

TeleStaff provides a universal solution to track and manage work schedules for the entire organization through user-friendly visual schedule calendars that eliminate cumbersome paperwork. Each user has a personal scheduling calendar that reflects their own unique schedule that identifies when they work, when they don't work, staffing exceptions (overtime, trades, etc.), paydays, and FLSA information. In addition, each employee has access to view their personal scheduling calendar over the Internet or intranet (this information is also accessible over the telephone). In addition to viewing their schedule, employees have the flexibility to submit leave requests, initiate shift swaps, signup for overtime for posts/special events/etc. as well as view/run personal payroll reports. The Personal Calendar also enables each employee to access the TeleStaff Pick List that reflects the most probable staffing order, for the selected date, based on the staffing rules. Employees view the Pick List to determine

their probability of being staffed on any given day. A candidate at the top of the Pick List will expect to be called in before a candidate at the bottom of the Pick List.

The TeleStaff Roster is accessible to employees, who have been granted the authority, over the Internet and Intranet. TeleStaff authority dictates the Roster information they have access to. Thus some employees may have full access to Roster information outside their Station, Region and Unit while others might be restricted to having access only to their Unit. In addition visual Staffing Alarms on the TeleStaff Roster provide County users with a symbol to easily identify post vacancies, conflicts in specialty/rank assignments, and/or if the roster falls short of minimum staffing requirements. Staffing alarms play a critical role in helping County schedulers identify Roster discrepancies, so TeleStaff's Task Manager forwards these notifications (via email or telephone) to authorized users.

Section 13.00 TELEPHONY	
Requirements Cannot be Met	NONE
Deviated Requirements	NONE
Requirements Met	13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 13.11, 13.12

Telephony Summary: TeleStaff's telephony features support automatic inbound and outbound phone calls linking work-related information and prompting employees to respond. This advanced technology relieves staff of cumbersome notification tasks such as overtime callback and emergency notifications. TeleStaff's telephony system is compatible with the Sheriff department's Cisco Unified CallManager, the Fire department's Nortel Meridian System 1, and the Probation department's Nortel-Norstar Meridian Key systems Unit. Utilizing touch-tone telephone phone components, County users can call into TeleStaff to accept working opportunities, check their schedule, or even check their status on the Pick List (a generalized list that reflects the chances of the user being called into work). The outbound notification system contacts employees to deliver messages, voluntary/involuntary working opportunities, and working notification reminders.

Pre-recorded messages through TeleStaff's work codes are easily delivered to County employees. Additionally, when employees call into the TeleStaff system through telephone, they have the ability (provided they do not break any County department-defined restrictions) to record absence requests. If a vacancy is recorded on the Roster (in accordance to County department-defined Staffing Strategies), TeleStaff will produce a list of qualified replacements and contact them with a working opportunity until an employee is found:

Additionally, when being offered a position by TeleStaff, County employees can press '1' to accept, '2' to reject and '3' to skip. The TeleStaff 'skip' function allows County employees to take advantage of any grace period associated with the position being offered. These grace periods are defined by each County department and vary based on how much time TeleStaff has to fill a position. If a vacancy is 3 days away, the department may have pre-defined that the grace period is 1 hour. If a vacancy is due to a last minute sick leave and needs to be filled in the next hour, as an example, the department defined grace period may only be 5 minutes or there may be no grace period at all in that case. If the employees presses '3', TeleStaff can be configured to hold the position for that timeframe, if the employee does not call back in within the allotted period, TeleStaff will automatically move on to the next candidate.

As always with TeleStaff, each department will determine how to configure TeleStaff based on its rules.

Staffing alarms are also deliverable to authorized users through the TeleStaff's telephony system. Provided a contact number is provided to the system, TeleStaff will generate an outbound phone call notifying them of the alarm so that immediate action can be taken to resolve it.

From the TeleStaff Roster and Contact Manager, authorized users can continually track the status of each contact attempt. When completed, TeleStaff or Scheduler (depending on the County department's staffing preference) records the status of the attempt. TeleStaff offers the following contact attempts to record for each record:

- Accepted
- Answering Machine
- Busy
- Call Error
- Email
- Fax Machine
- Invalid Contact Method
- No Answer
- Offered Again
- Pager
- Rejected
- Removed/Ignored
- Skip
- Waiting for Callback

TeleStaff also features an internal communication messaging system. For emergency call-outs, an authorized user simply records the message and directs TeleStaff to deliver the message. An administrator can also utilize TeleStaff's sophisticated filtering system to send the message to an individual, a select few, or all staff members along with the desired delivery time. The TeleStaff outbound telephony module then places calls to each staff member, plays the message, and records an audit trail that the call was placed and acknowledged. With TeleStaff, emergency callbacks and/or deployments are simple to execute – best of all, TeleStaff makes the phone call.

The People window in TeleStaff enables authorized users quick access to a master list of employees. From this window, user-defined filtering criteria enables users to quickly query employees by a number of filtering criteria such as Rank, Specialties, Position/Post, Group (zip code), Location, Shift, etc. The user can then query their desired list of employees and send an outbound message to them through the telephony module.

Section 14.00 SECURITY	
<i>Requirements Cannot be Met</i>	14.03
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	14.01, 14.02, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13

Requirement 14.03: TeleStaff does not provide any capabilities for employees to logon to the system through biometric devices, radio frequency identification or external identification devices.

Security Overview: TeleStaff provides each County department with the functionality to define, assign, and manage authority in the system. Below are the highlighted security features:

- Every user is assigned a TeleStaff ID and Password that is utilized to login to TeleStaff over the Internet, workstation and the telephone.
- With 76 security settings, definable within five organizational tiers, security profiles are assigned to each user to dictate what areas and functions they have access to in TeleStaff.
- Acting Security is defined in staffing circumstances where a user temporarily works in a position that requires more security to perform the required staffing duties. When the user is not in an “Acting” position, they retain their normal security level.
- Advanced Security options such as alphanumeric encrypted passwords, idle timeout settings, force password change and definable login sources (Internet, workstation, telephone) provide additional flexibility in defining TeleStaff security for the users.
- Login Report: This report allows management to track who logged into TeleStaff during the given date range. It also displays when and how staff logged into the program.

TeleStaff enables the County to easily setup and maintain employee access by providing a robust security system comprised of 76 authority settings with varying levels based on the organizational structure of each department. Authority in TeleStaff for individual users may be limited to view only their personal information, or to enable them to update specific areas of their personal information such as Phone Number and Address information. Additional security provisions are also available for access to work/payroll codes, staffing functions, and administrator functions.

Each County department may create as many security levels as needed for allowing or denying access to specific TeleStaff windows or functions; including functions assigned to the administrator/scheduler as defined by the system manager. In addition, Acting Security may also be defined in staffing circumstances where a user temporarily works in a position that requires more security to perform the required staffing duties. TeleStaff maintains a history of

employee variances, job assignments and schedules through the employees Profile and Assignment, located in their personal information area; enabling authorized users to view/report on the varying authority the employee has been assigned.

Password protection is also mandatory for access to TeleStaff; this includes access through the Internet, client workstation, the server and telephone. In addition, idle 'time out' periods may be defined to time out the user's session if there is no activity for X amount of time.

The administrator can also force users to change their password every X days. If a Password equals the Default Password as set in Acceptance, then TeleStaff can require the user to change their password at the next login attempt.

The TeleStaff Roster retains all past, current, and future scheduling information. Authorized users can quickly access employee hours worked at each post/job/schedule through viewing past rosters and/or running the employee's Personal History report.

Employee training, skills, certification and licenses are tracked in the employee's Profile area. The TeleStaff Expiration report details all expired or upcoming expiring training, skills, physical exams, certifications and licenses in a user-defined date range.

TeleStaff's audit trail ensures that users are held accountable for all changes made within the system. Thus if a change is made within the system, TeleStaff tracks that change. The Audit window is available to search for audit trails including up to X days back by day, month, and year; there is no time limit to the amount of time an authorized user can generate an audit. At their discretion, County departments may copy their TeleStaff database after 24 months for archiving, although it is not mandatory. Audits include: when the record was touched, who touched the record, where (Target) in the system the record was authorized, and the type of change made to the record. 60 Audit Targets such as Authority, Staffing Errors, Password Policy, and Rules are featured within the system.

TeleStaff creates audit records of all employee and staffing activities. TeleStaff automatically audits the date (mm/dd/yyyy), time (hh:mm:ss), and assignment behind each touched record on the Roster, including vacancy fill-ins that may require log trails. In addition, TeleStaff displays previous information for comparison to what was changed.

TeleStaff tracks all contact attempts associated with manual or automated staffing for positions in the Contact Log. A Contact Log contains information such as: who was contacted during the staffing process for a position, what type of contact was made with the candidate, who made the contact, when the contact was made, and when the offer expires. Lastly, the Audit window is available to search for audit trails including up to X days back including by day, month, and year.

Section 15.00 SPECIAL EVENTS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	15.01, 15.02, 15.03, 15.04, 15.05

Special Events Summary: TeleStaff provides the ability to add additional personnel and/or units to the existing Roster. These Special Events can be for a limited amount of time such as a couple of hours or can span across multiple Roster Days. Once a Special Event has been added to the Roster Day, it can quickly and easily be copied to multiple Roster Days. In addition, Events will track billable hours, overtime reason codes and project codes.

Deploying Special Events allows for the activation of existing/backup units within the department or even the addition of personnel. These can consist of units with pre-defined positions or units in which the personnel are added “on the fly”. Account Codes/Cost Centers can also be attached to the units to account for billing purposes.

Special Events can be deployed to allow people to quickly and easily view the events from their Roster and allow the person to specify which event(s) the person would like to work.

Exhibit B2

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

Timekeeping Interface Requirements

for

eCAPS-TIMEI

*These requirements are intended to provide general information only and are subject to revision. The rights and obligations of any **party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.***

TABLE OF CONTENTS

1	DESIGN SUMMARY	1-1
1.1	ASSUMPTIONS	1-1
1.2	INTERFACE SOURCE FILE	1-2
	1.2.1 NAMING CONVENTION	1-2
	1.2.2 FTP INSTRUCTIONS	1-3
2	INTERFACE SOURCE FILE SPECIFICATION	2-4
2.1	DEFINITIONS AND CONVENTIONS	2-4
2.2	INTERFACE SOURCE FILE STRUCTURE	2-5
	Supplemental Information to TIMEi Interface.....	2-47 thru 2-51

[Extracted from Contractor's Proposal to RFP 321SH]



EXHIBIT B2

eCAPS TIME COLLECTION

Interface Design Document Timesheet (TIMEI) Inbound Interface

July 2008





Table of Contents

1	Design Summary	1-1
1.1	Assumptions	1-1
1.2	Interface Source File	1-2
1.2.1	Naming Convention	1-2
1.2.2	FTP Instructions	1-3
2	Interface Source File Specification	2-4
2.1	Definitions and Conventions	2-4
2.2	Interface Source File Structure	2-5





List of Exhibits

Exhibit 2-1	Interface Source File Components.....	2-5
Exhibit 2-2	CGI Advanatage - AMS Document Layout (ADC Record) .	2-6
Exhibit 2-3	TIMEI Document Header Layout (HDR Record).....	2-8
Exhibit 2-4	TIMEI Document Line Layout (LIN Record)	2-9
Exhibit 2-5	TIMEI Trailer Layout (TRL Record).....	2-45



1 Design Summary

This document serves as an interface specification to pull records from an external staffing and scheduling system into the eCAPS Time Collection system. The Timesheet details being imported to eCAPS Time Collection must be in a format that is recognized by the Advantage product. Failure to adhere to these standards will result in errors and faulty imports. This document describes the standards and the specific layout for timesheets that are interfaced into eCAPS Time Collection.

The purpose of this interface design document is to detail and document the Timesheet (TIMEI) Input Interface specifications. This document contains the detailed specifications of the following interface components:

- **Assumptions** – The assumptions under which this document was created.
- **Interface Source File** – The data that is extracted from the source system. This file is in a format documented within and contains the source system data after the application of all data element transformations. Included in this section are the naming conventions that are used and the FTP instructions.
- **Testing Requirements** – The details regarding what is required from the County in order to properly unit and system test this interface.

1.1 Assumptions

This interface design document was developed under the following assumptions. As issues are addressed, it may be necessary to modify this interface design document accordingly.

- All data being submitted to eCAPS Time Collection will be in the required flat file (ASCII fixed) format. The file will then be converted to an XML file using an ETL tool called PDI so that the Time Collection system can recognize it.
- The timesheet is in the process of being redesigned and developed by CGI Product Engineering Group to meet the needs of the LA County, therefore, this TIMEI document will be changed by the CGI as needed.
- This interface will not work for Time Adjustments (TADJ) documents.



- After a timesheet is approved by the employee, it will be sent to the employee's Supervisor. The TIMEI documents created will be sent for review and approval by supervisors based on the workflow rules setup in the Advantage system for the TIMEI document.
- Any documents loaded by the interface and then rejected in eCAPS Time Collection will be manually corrected and resubmitted as necessary within eCAPS Time Collection.

1.2 Interface Source File

The timesheet data that will be submitted to eCAPS Time Collection must be in an XML format that can be loaded into a TIMEI document in the Advantage HRM system. Hence the ASCII fixed file received will be converted into an XML file. The TIMEI document primarily uses two database tables; TIMEI_DOC_HDR and TIMEI_DOC_LINE. These two database tables are the locations of where the data would be stored when one enters and saves Time and Attendance information in eCAPS Time Collection. In order for eCAPS Time Collection to successfully save the data, however, certain required fields must be present at the time of the save. Hence, the incoming text file must at least contain all of the required tags, along with its corresponding data.

Interface files must be prepared without the use of binary or packed data and adhere to the following naming convention. the County to extract and transfer this file in the appropriate ASCII fixed format and in the manner described below.

1.2.1 Naming Convention

The interface source file's naming convention is comprised of several nodes. An example of an interface source file name as well as an explanation of each of the naming convention nodes are described below.

ECAPS_FR_TIMEI_AESS_20051101

- DOC_DEPT_CD – The second node is the two or three byte eCAPS department id (e.g. SH - Sheriff, FR – Fire, PB - Probation, etc...)
- DOC_CD – The third node is the four or five byte eCAPS document code (TIMEI)
- LEGACY78 – The fourth node is a maximum of eight bytes for the department legacy system identifier (e.g. CWTAPPS, CWPAY, AESS, etc...) or external scheduling system.





- YYYYMMDD – The fifth node is the appropriately formatted date the interface source file is generated (20051101). This date should change depending upon the frequency of the interface. It is preferred that the date be coded as the system date. In the case where multiple files are sent on the same day, the file name should be unique.

1.2.2 FTP Instructions

After the County creates the interface source file, the County then transfers the file via FTP to a static location.



2 Interface Source File Specification

2.1 Definitions and Conventions

This section describes/defines the naming conventions applied in this section.

- **Attribute** – The name of the data element in the database.
- **Caption** – The label of the data element.
- **Description** – A textual description of the data element
- **R/C** – Required/Conditional
 1. Required (**R**) specifies that the data element is required by the interface for the transaction to successfully process
 2. Conditionally Required (**CR**) means that specified conditions must be adhered to by the interface for the transaction to process successfully. When not required the field can be spaces
 3. Optional (**O**) specifies that the data element is optional by the interface and can be populated with spaces
 4. Prohibited (**P**) means that for this transaction the data element is prohibited and must be populated with spaces
- **Data Type** – The data type of the data element
 5. Date – Date Format "MMDDYYYY"
 6. Decimal – Numeric value with a specified decimal position (9,3) = 999999999.999. Negative numbers must be prefixed with a negative sign
 7. Text – Alphanumeric text field with a maximum number as defined for each field
 8. Numeric – Numeric value, a whole number
 9. Size – The (numeric) size of the data element
 10. Flag – True/False. True conditions = 1, False conditions = 0
- **Comments** – Comments specific to the data element

2.2 Interface Source File Structure

The interface source file structure is a text file formatted as follows. This file contains data grouped into individual TIMEI records. Each group begins with an CGI Advantage (AMS) Document (ADC Record Type). Then, the TIMEI Document Header (HDR Record Type) is listed followed by one or many TIMEI Document Lines (LIN Record Type). A single line of data in the TIMEI_DOC_HDR corresponds to one employee appointment and one pay period. On the other hand, a single line of data in the TIMEI_DOC_LINE table corresponds to one day of a pay period and one pay event. It will contain all the relevant information regarding that single day and pay event code. When multiple days and multiple pay events in a pay period are entered, multiple lines exist in the TIMEI_DOC_LINE table. There may be many individual TIMEI records within this XML.

Exhibit 2-1 Interface Source File Components

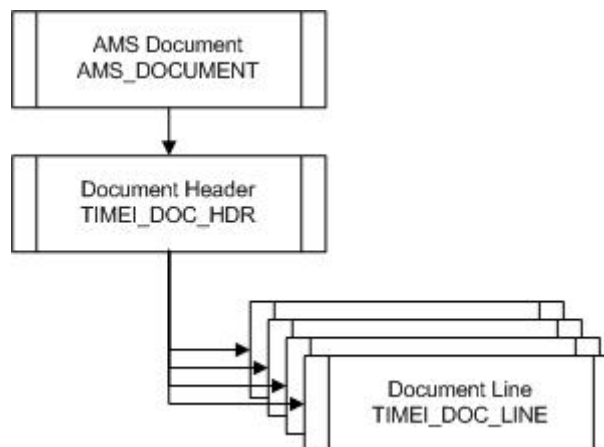




Exhibit 2-2 CGI Advanatage - AMS Document Layout (ADC Record)

Attribute	Caption	Description	R/C	Type	Size	Comments
REC_TYPE	Record Type	This value identifies the flat file record as the AMS DOCUMENT record.	R	T	3	"ADC"
DOC_TYPE	Document Type	The type of document, defined in the Document Type table. Each document code must be assigned a document type.	R	T	5	"TIMEI"
DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction.	R	T	5	"TIMEI"
DOC_DEPT_CD	Document Department	The department code assigned to this document.	R	T	2	Valid values can be found in the R_DEPT table in the eCAPS Financial system. This department will be used for security and workflow of the document. For example: AU, HG, HS. Home Department.
DOC_UNIT_CD	Document Unit Code	The unit code associated with the document.	R	T	5	Valid values can be found in the R_UNIT table. This unit will be used for security and workflow of the document. It equates to the Home Unit Code.



Attribute	Caption	Description	R/C	Type	Size	Comments
DOC_ID	Document ID	The unique document identifier.	R	T	11	Interfaced transactions will always contain a unique Document ID and will not make use of the automatically generated Document ID. The Document ID provided in the interface will be used to locate the transaction in eCAPS and to prevent duplicate transactions. Also verify that this numbering scheme is different from any of the ADNT (auto numbering) schemes. Rule defined as concatenation of Date (YYMMDD) + Sequential Number (6 bytes).
DOC_VERS_NO	Document Version	The version number assigned to this document. The version is incremented with each modification draft.	R	N	2	"1"
AUTO_DOC_NUM	Automatic Document Numbering	Indicates if eCAPS will assign an unique Document ID for the document.	R	F	1	"0" - False
DOC_IMPORT_MODE	Document Import Mode	Indicates that the document is being made as an Original Entry 'OE' or it's a Modification 'MOD'.	R	T	3	"OE" for Original Entry

Exhibit 2-3 TIMEI Document Header Layout (HDR Record)

Attribute	Caption	Description	R/C	Type	Size	Comments
REC_TYPE	Record Type	This value identifies the flat file record as a Header record.	R	T	3	"HDR"
DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction.	R	T	5	"TIMEI"
DOC_DEPT_CD	Document Department Code	The department code assigned to this document.	R	T	2	Valid values can be found in the R_DEPT table in the eCAPS Financial system. This department will be used for security and workflow of the document. For example: AU, HG, HS. Home Department.
DOC_ID	Document ID	The unique document identifier.	R	T	11	Same as AMS_DOCUMENT. Rule defined as concatenation of Date (YYMMDD) + Sequential Number (6 bytes).
DOC_VERS_NO	Document Version Number	The version number assigned to this document. The version is incremented with each modification draft and after with a cancellation.	R	N	2	"1"
DOC_UNIT_CD	Document Unit Code	The unit code associated with this document.	O	T	5	Valid values can be found in the R_UNIT table. This unit will be used for security and workflow of the document. It equates to the Home Unit Code.
AMS_ROW_VERSION_NO	AMS Row Version Number	USED FOR VERSATA CONTROL AND OPT. LOCKING.	R	N	2	"1"
EMPLOYEE_ID	Employee ID	The identification code associated with the employee. The employee ID is used to identify the employee in the system.	R	T	10	Pass the employee id.

APPOINTMENT_ID	Appointment ID	If the employee holds more than one appointment, enter the appropriate appointment identification number for the employee. If this field is blank, the employee data pertains to the employee's primary [blank] appointment.	R	T	1	If the Appointment ID pertains to the primary assignment, pass " " . (a single space) Otherwise, pass the 1 character long alpha numeric Appointment ID.
EFFECTIVE_DT	Effective Date	The date this information becomes effective. This field should be entered in mmddyyyy format.	R	DT	8	This is the pay period start date.
EXPIRATION_DT	Expiration Date	The last date this information is effective for. This field should be entered in mmddyyyy format.	R	DT	8	This is the pay period end date.
CONF_CHK_FL	Confirmation Check Flag	If checked, indicates that the information entered on the Timesheet is accurate and complies with the policy.	R	F	1	"1"
COMNT	Comments	Enter any additional text that might provide any additional information to the approver or pertains to the timesheet.	O	T	1500	Pass any comments desired. The maximum character limit is 1500 bytes.

Exhibit 2-4 TIMEI Document Line Layout (LIN Record)

Attribute	Caption	Description	R/C	Type	Size	Comments
REC_TYPE	Record Type	This value identifies the flat file record as an TIMEI Line record.	R	T	3	"LIN"



Attribute	Caption	Description	R/C	Type	Size	Comments
DOC_CD	Document Code	The alpha-numeric code that indicates the type of transaction.	R	T	5	"TIMEI"
DOC_DEPT_CD	Document Department Code	The department code assigned to this document.	R	T	2	Valid values can be found in the R_DEPT table in the eCAPS Financial system. This department will be used for security and workflow of the document. For example: AU, HG, HS. Home Department.
DOC_ID	Document ID	The unique document identifier.	R	T	11	Same as TIMEI_DOC_HDR. Rule defined as concatenation of Date (YYMMDD) + Sequential Number (6 bytes).
DOC_VERS_NO	Document Version Number	The version number assigned to this document. The version is incremented with each modification draft and after with a cancellation.	R	N	2	"1"
DOC_LINE_LN_NO	Document Line	The line number associated with a timesheet line. This value must be unique within the document.	R	N	10	This is a sequential number that starts from 1. Each line within a document must be associated with a unique line number.
AMS_ROW_VERS_NO	AMS Row Version Number	USED FOR VERSATA CONTROL AND OPT. LOCKING.	O	N	2	"1"
EVNT_TYP_CODE	Event Type Code	The identification code associated with the event type.	R	T	5	Valid event codes can be found in the EVNT_TYPE table in the Time Collection system.
OVERRIDE_ID	Override ID	The accounting override identification.	O	T	10	A deviation code setup properly on the My Overrides Page for the employee.





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_1_HRS_MIN	D1	Time worked on the first day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_2_HRS_MIN	D2	Time worked on the second day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_3_HRS_MIN	D3	Time worked on the third day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_4_HRS_MIN	D4	Time worked on the fourth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_5_HRS_MIN	D5	Time worked on the fifth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_6_HRS_MIN	D6	Time worked on the sixth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_7_HRS_MIN	D7	Time worked on the seventh day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_8_HRS_MIN	D8	Time worked on the eighth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_9_HRS_MIN	D9	Time worked on the ninth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_10_HRS_MIN	D10	Time worked on the tenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_11_HRS_MIN	D11	Time worked on the eleventh day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_12_HRS_MIN	D12	Time worked on the twelfth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_13_HRS_MIN	D13	Time worked on the thirteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_14_HRS_MIN	D14	Time worked on the fourteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_15_HRS_MIN	D15	Time worked on the fifteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_16_HRS_MIN	D16	Time worked on the sixteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_17_HRS_MIN	D17	Time worked on the seventeenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_18_HRS_MIN	D18	Time worked on the eighteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_19_HRS_MIN	D19	Time worked on the nineteenth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_20_HRS_MIN	D20	Time worked on the twentieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_21_HRS_MIN	D21	Time worked on the twentifirst day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as</p> <p>DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_22_HRS_MIN	D22	Time worked on the twentisecond day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as</p> <p>DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_23_HRS_MIN	D23	Time worked on the twentieththird day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_24_HRS_MIN	D24	Time worked on the twentifourth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07: 15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_25_HRS_MIN	D25	Time worked on the twentieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_26_HRS_MIN	D26	Time worked on the twentieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_27_HRS_MIN	D27	Time worked on the twentieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_28_HRS_MIN	D28	Time worked on the twentieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_29_HRS_MIN	D29	Time worked on the twentyninth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_30_HRS_MIN	D30	Time worked on the thirtieth day of pay period.	O	T	5	<p>If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces.</p> <p>Hours worked on the first day for a specific event code per day.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_31_HRS_MIN	D31	Time worked on the thirtieth day of pay period.	O	T	5	If applicable, this column will contain the employee's total time for the first day in HH:MM format. For example, if the total time is seven hours and 15 minutes, please pass '07:15'. Otherwise, pass Spaces. Hours worked on the first day for a specific event code per day. Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS. DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.
PROG_CD	Project Code	The unique identification code assigned to the project.	O	T	10	If there's a deviation from the default accounting, this column will contain the project code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_PROG table in the eCAPS Financial system.
TASK_CD	Task Code	The unique identification code assigned to the task.	O	T	4	If there's a deviation from the default accounting, this column will contain the task code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_TASK table in the eCAPS Financial system.
PHASE_CD	Phase Code	The identification code assigned to the phase.	O	T	6	If there's a deviation from the default accounting, this column will contain the phase code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_PHASE table in the eCAPS Financial system.
ACTV_CD	Act Code	The identification code associated with the activity.	O	T	4	If there's a deviation from the default accounting, this column will contain the activity code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_ACTV table in the eCAPS Financial system.





Attribute	Caption	Description	R/C	Type	Size	Comments
SACTV_CD	Sub Act Code	The identification code associated with the sub-activity.	O	T	4	If there's a deviation from the default accounting, this column will contain the sub activity code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_SACTV table in the eCAPS Financial system.
LOC_CD	Loc Code	The identification code assigned to the location.	O	T	4	If there's a deviation from the default accounting, this column will contain the location code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_LOC table in the eCAPS Financial system.
TASK_ORD_CD	Task Order Code	The unique identification code assigned to the task order.	O	T	6	If there's a deviation from the default accounting, this column will contain the task order code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_TASK_ORD table in the eCAPS Financial system.
UNIT_CD	Unit Code	The identification code associated with the accounting organization or the unit within the department.	O	T	5	If there's a deviation from the default accounting, this column will contain the unit code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_UNIT table in the eCAPS Financial system.
LABR_DIST_PROF_CD	LDPR Code	The value for the labor distribution profile.	O	T	5	If there's a deviation from the default accounting, this column will contain the Labor Distribution Override code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the LABOR_DIST_PROF table in the Time Collection system.
FUND_CD	Fund Code	The identification code associated with a fund record.	O	T	4	If there's a deviation from default accounting, this column will contain the fund code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_FUND table in the eCAPS Financial system.





Attribute	Caption	Description	R/C	Type	Size	Comments
SFUND_CD	Sub Fund Code	The identification code associated with the sub fund.	O	T	4	If there's a deviation from default accounting, this column will contain the sub fund code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_SFUND table in the eCAPS Financial system.
DEPT_CD	Department Code	The identification code associated with the accounting department.	O	T	2	If there's a deviation from default accounting, this column will contain the department code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_DEPT table in the eCAPS Financial system.
SUNIT_CD	Sub Unit Code	The identification code associated with the sub unit.	O	T	5	If there's a deviation from default accounting, this column will contain the sub unit code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_SUNIT table in the eCAPS Financial system.
APPR_CD	Appropriation Code	The identification code assigned to a appropriation unit.	O	T	9	If there's a deviation from default accounting, this column will contain the appropriation code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_APPR table in the eCAPS Financial system.
SLOC_CD	Sub Location Code	The identification code associated with the sub location.	O	T	4	If there's a deviation from default accounting, this column will contain the sub location code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_SLOC table in the eCAPS Financial system.
FUNC_CD	Function Code	The identification code associated with the function.	O	T	4	If there's a deviation from default accounting, this column will contain the functional code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_FUNC table in the eCAPS Financial system.
SFUNC_CD	Sub Function Code	The identification code associated with the sub function.	O	T	4	If there's a deviation from default accounting, this column will contain the sub functional code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_SFUNC table in the eCAPS Financial system.





Attribute	Caption	Description	R/C	Type	Size	Comments
STASK_CD	Sub Task Code	The identification code associated with the sub task.	O	T	4	If there's a deviation from default accounting, this column will contain the sub task code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_STASK table in the eCAPS Financial system.
PPC_CD	Project Period Code	The identification code assigned to the project period.	O	T	6	If there's a deviation from default accounting, this column will contain the project period code that the hours will be charged to. Otherwise, pass Spaces. Valid values can be found in the R_PPC table in the eCAPS Financial system.
OTIME_RSN_CD	Overtime Reason Code	The reason code for Overtime.	O	T	3	If there is any reason for overtime that needs to be entered, pass it in this field. Valid values for this field can be found on OVERTIME_REASON table on the Time Collection System.
MDF	Management Data Field	It is a free form text field called the Management Data Field.	O	T	32	Each department will use this field for a different purpose. For instance, DHS plans on using this to pass their 3 byte Department Specific ID.
DAY_1_TITO_HRS	T1	Time worked on the first day of pay period.	O	T	47	This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00. Format HH:MM. Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS. DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_2_TITO_HRS	T2	Time worked on the second day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_3_TITO_HRS	T3	Time worked on the third day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_4_TITO_HRS	T4	Time worked on the fourth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_5_TITO_HRS	T5	Time worked on the fifth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_6_TITO_HRS	T6	Time worked on the sixth day of pay period.	O	T	47	This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00. Format HH:MM. Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS. DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.
DAY_7_TITO_HRS	T7	Time worked on the seventh day of pay period.	O	T	47	This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00. Format HH:MM. Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS. DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_8_TITO_HRS	T8	Time worked on the eighth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_9_TITO_HRS	T9	Time worked on the ninth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_10_TITO_HRS	T10	Time worked on the tenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_11_TITO_HRS	T11	Time worked on the eleventh day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_12_TITO_HRS	T12	Time worked on the twelfth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_13_TITO_HRS	T13	Time worked on the thirteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_14_TITO_HRS	T14	Time worked on the fourteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_15_TITO_HRS	T15	Time worked on the fifteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_16_TITO_HRS	T16	Time worked on the sixteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_17_TITO_HRS	T17	Time worked on the seventeenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_18_TITO_HRS	T18	Time worked on the eighteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_19_TITO_HRS	T19	Time worked on the nineteenth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_20_TITO_HRS	T20	Time worked on the twentieth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_21_TITO_HRS	T21	Time worked on the twentifirst day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_22_TITO_HRS	T22	Time worked on the twentisecond day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_23_TITO_HRS	T23	Time worked on the twentieththird day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_24_TITO_HRS	T24	Time worked on the twentifourth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_25_TITO_HRS	T25	Time worked on the twentififth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>





Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_26_TITO_HRS	T26	Time worked on the twentififth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_27_TITO_HRS	T27	Time worked on the twentiseventh day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>



Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_28_TITO_HRS	T28	Time worked on the twentieth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_29_TITO_HRS	T29	Time worked on the twentininth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Attribute	Caption	Description	R/C	Type	Size	Comments
DAY_30_TITO_HRS	T30	Time worked on the thirtieth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>
DAY_31_TITO_HRS	T31	Time worked on the thirtieth day of pay period.	O	T	47	<p>This section contains the Time In/Time Out Information. For instance, if an employee on a day comes in at 07:00 and leaves at 10:00 and then comes in at 12:00 and leaves 03:00, the values will be stored as follows: 07:00, 10:00, 12:00, 03:00.</p> <p>Format HH:MM.</p> <p>Please only pass either DAY_X_HRS_MIN or DAY_X_TITO_HRS.</p> <p>DAY_X_HRS_MIN shall be passed for leaves like Sick or Vacation where as DAY_X_TITO_HRS shall be passed on a daily basis.</p>

Exhibit 2-5 TIMEI Trailer Layout (TRL Record)

Attribute	Caption	Description	R/C	Type	Size	Byte Position	Comments
RECORD_TYPE	Record Type	This record identifies the file record as the trailer record. The value is 'TRL'.	R	T	3	0	"TRL"
FILE_NAME	File Name	The text name of the file.	R	T	32	3	Example: ECAPS_HS_TIMEI_ANSOS_20051101 This file name must match the file name of the physical file. In the case where multiple files are sent on the same day, the file name should be unique.
RCD_CNT_N	Record Count	The numeric count of all records within this file.	R	N	10	35	The count of all records within this file. This includes all record types, including the trailer record itself.
HDR_CNT_N	Header Count	The numeric count of all header records within this file.	R	N	10	45	The count of all header records within this file. This includes records identified by "HDR" in bytes 1 – 3.
SUM_ACCT1	Summary Amount 1	Summary total of dollar amounts1.	R	N	(16,2)	55	Spaces



Attribute	Caption	Description	R/C	Type	Size	Byte Position	Comments
SUM_ACCT2	Summary Amount 2	Summary total of dollar amounts2.	R	N	(16,2)	74	Spaces

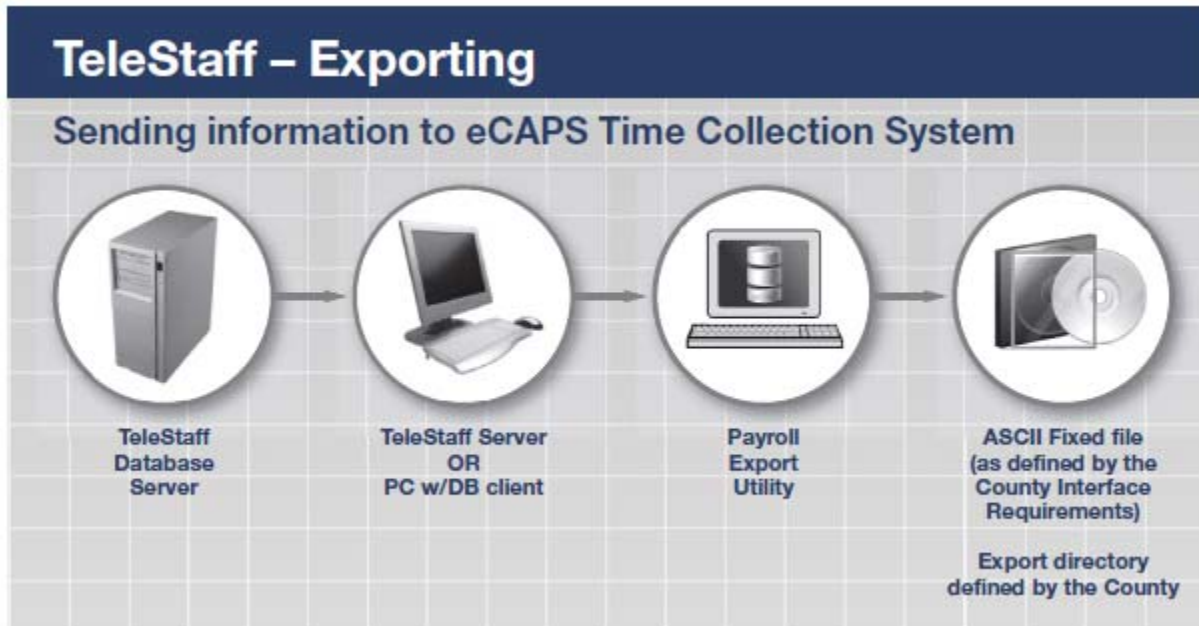


Supplementary Information: Interface Requirements

PDSI has provided our response to the County's Interface requirements in [Section C.2: Interface Requirements](#).

SECTION C.2: INTERFACE REQUIREMENTS

TeleStaff meets the needs of the Timekeeping Interface Requirements for eCAPS-TIMEI as defined in Appendix A3, the AESS Timekeeping Interface Requirements. One of TeleStaff's exporting utilities, the Payroll Export, is capable of exporting staffing and scheduling data into the required flat file (ASCII fixed) format as defined in AESS Timekeeping Interface Requirements specifications. The interface file from TeleStaff is created without the use of binary or packed data and will adhere to the naming convention outlined in the specifications document. PDSI is aware that CGI Product Engineering Group is currently in the process of redesigning the timesheet and the document will be changed by CGI as needed. PDSI is prepared to adapt to the changes by CGI and is capable of changing the export file to match the redesigned specifications. Following the assumptions written in the document, TeleStaff will export the file in the required format with the understanding that the file will then be processed by PDI (ETL tool) and converted to an XML file that is recognized by eCAPS-TIMEI.



Additional Import and Export Functionality

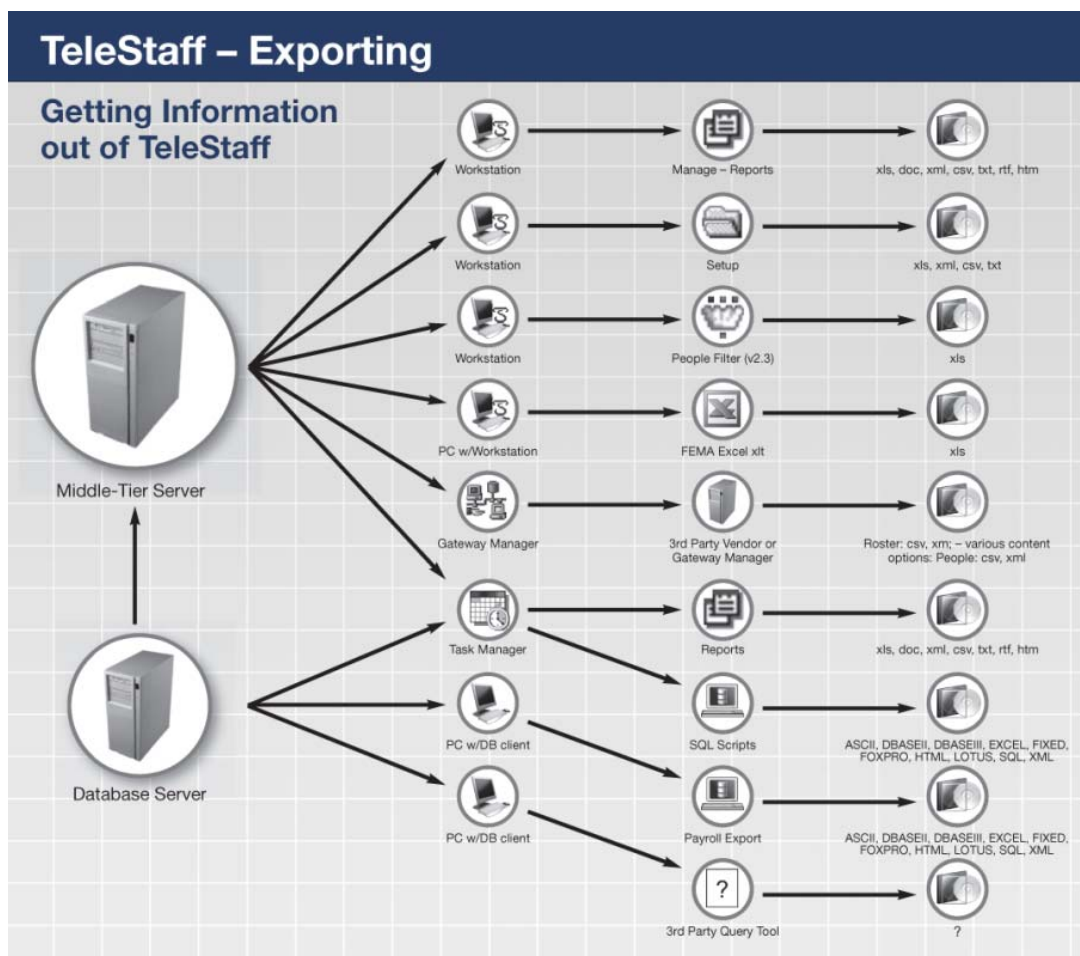
In addition to PDSI's commitment to provide an interface solution to eCAPS-TIMEI, PDSI has additional TeleStaff import and export options with many third party systems.

Examples of TeleStaff integration include transfer of TeleStaff schedules to departmental payroll systems, transfer of personnel data using the TeleStaff Gateway to RMS and transfer of TeleStaff roster data to CAD systems. TeleStaff Customers not only have different systems, but also different preferences of levels of automation. The following tools are available with TeleStaff to assist in this function:

- 1) *TeleStaff Payroll Export*
- 2) *TeleStaff Gateway Manager*
- 3) *TeleStaff Import Manager*
 - a) *Manual – Import from .csv file*
 - b) *Automated – Unattended files created from Import Manager allow for the import of data using XML.*

Exporting Options

The Payroll Export tool is utilized to feed time and attendance data to third party timekeeping systems and payroll systems. The Payroll Export tool exports time and attendance information into 16 different file formats including .csv. The County can take the contents of this file and import the data in accordance with their procedures. The payroll export utility is designed to adapt to the needs of the County. As the output format changes during the design phase, the Payroll Export can adjust to the new format required. The Payroll Export has been provided as part of our response. The TeleStaff Gateway Manager is utilized to transfer personnel data records to third party systems and works in tandem with TeleStaff and other third party applications. The Gateway Manager was developed to address these broader workforce challenges by offering an increased level of comprehensiveness and usability through integration. In addition, the Gateway Manager exports roster and personnel data from TeleStaff for importing to RMS and CAD. The Gateway Manager has been provided as part of our response.



Importing Options

The TeleStaff Import Manager imports personnel and scheduling-sensitive information records into the TeleStaff system. TeleStaff Import Manager contains two methods of importing:

- Manual – Import from .csv file
- Automated – Unattended files created from Import Manager allow for the import of data using XML.

The Import Manager has been provided as part of our response.

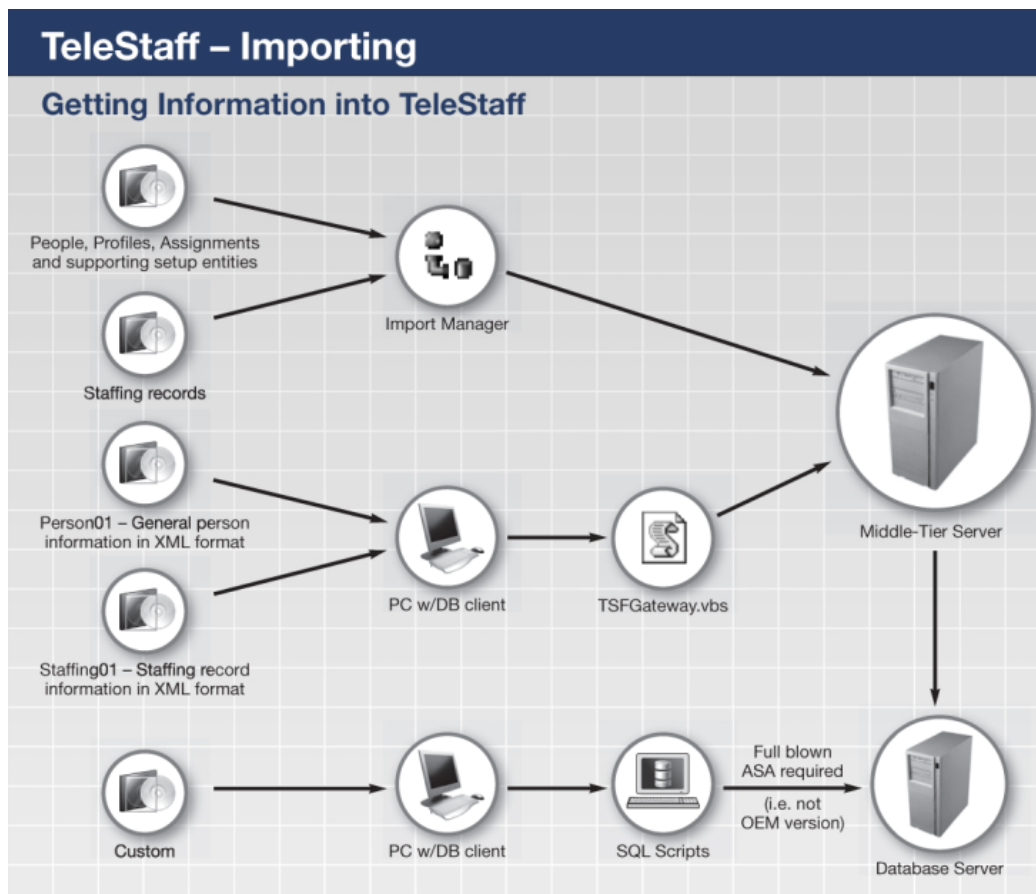


Exhibit B3

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

Technical Requirements

*These requirements are intended to provide general information only and are subject to revision. The rights and obligations of any **party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.***

TABLE OF CONTENTS

Legend to Contractor’s Responses

GENERAL TECHNICAL REQUIREMENTS..... 1

APPLICATION TOOL SETS 2

DATA ENTRY 2

NETWORK REQUIREMENTS 4

DATABASE REQUIREMENTS 4

REPORTING 6

ERROR METHODOLOGIES 13

SECURITY AND AUDIT CAPABILITIES 13

INTERFACES 17

HELP SYSTEM CAPABILITY 17

DOCUMENTATION CAPABILITY 17

Contractor’s Supplementary Information to the TEC Requirements..... 19 – 35

[Extracted from Contractor’s Proposal to RFP 321SH]

LEGEND TO CONTRACTOR'S RESPONSE [TEC]

- **E** – Existing functionality that can be demonstrated at a current operational customer site. An “E” response is valid if 1) the Proposer's standard software can be configured to meet the requirement or 2) a report to be developed by the Proposer can meet the requirement.
- **M** – Modification of the standard software is needed to meet the requirement. Modification cost is included in the proposal.
- **R** – Report Writer is needed to meet the requirements; the County will be responsible for developing the report.
- **F** – Future planned upgrade to the standard software will meet the requirement.
- **X** – The requirement cannot be met.

SECTION C.3: AESS TECHNICAL REQUIREMENTS – 321SH

Reference Number	Requirement	Mandatory(M) or Optional (O)	Contractor Response	COMMENTS
	GENERAL TECHNICAL REQUIREMENTS			
TEC 1.00	System must provide an automated, integrated telephony component that is capable of automatically making requests both telephonically and through e-mail without human intervention.	O	E	
TEC 2.00	System must be a browser based software solution. A browser based software solution is defined as a solution that utilizes Web browsers as the only required component installed on the client computer.	M	E	
TEC 3.00	System must be able to install and run all components in a 3-tier architecture [Web browser, application server and/or Oracle/MS-SQL/Sybase database server(s)] where the identified servers can be UNIX servers or Windows servers. The system must also offer clustering architecture for efficient scaling and load balancing.	M	E	
TEC 4.00	System must meet Americans with Disabilities Act (ADA) compliance rules.	O	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 5.00	System shall be based on server technology that supports vertical and horizontal scalability, fail over, clustering, and load balancing capabilities to support a user community of approximately 20000 employees.	M	E	

TEC	6.00	Support multi-site capabilities from a centralized server deployment.	M	E	
TEC	7.00	The system's functionality must be capable of being accessed via a portal.	O	E	
TEC	8.00	System must provide enterprise wide visibility and still configure to be configurable for each business area.	M	E	
APPLICATION TOOLSETS					
TEC	9.00	Provide toolsets to accommodate the following:		E	
TEC	9.01	Database maintenance (performance and tuning)	O	E	
TEC	9.02	Report design	M	E	
TEC	9.03	Security administration	M	E	
TEC	9.04	End-user interface design: Configuration engine enables users to configure event-driven business rules for tailoring system behavior and functionality without the need for Java programming	O	E	
TEC	9.05	System upgrade administration	M	E	
TEC	9.06	Application Programming Interface (API) Maintenance	O	E	
TEC	9.07	Online Analytical Processing (OLAP) Maintenance	O	E	
TEC	9.08	Archiving/purging of data	M	E	
DATA ENTRY					
TEC	10.00	Provide the ability to define user pull down lists for any database attribute within the application.	O	E	
TEC	11.00	Provide immediate transfer of values from "Pop up" tables to the appropriate field when selected and to proceed to the next entry field.	M	E	

TEC	12.00	Allow complete validation and editing of data at the point of entry based on user defined criteria (e.g., transaction, tables, archived records, transaction status, etc.).	M	E	
TEC	13.00	Validations for data entry include related fields.	M	E	
TEC	14.00	Use single entry to update all affected tables and indexes.	M	E	
TEC	15.00	Provide transaction processing controls and edits for entered transactions.	M	E	
TEC	16.00	End-user screens contain triggers to additional data screens/fields based on a specific data input.	M	E	
TEC	17.00	Allow mass changes or deletes by table-driven data through proper security.	M	E	
TEC	18.00	Provide a consistent user interface across all components, including:		E	
TEC	18.01	Consistent function keys	M	E	
TEC	18.02	Screen naming functions	M	E	
TEC	18.03	Navigation patterns	M	E	
TEC	18.04	Menus (as defined by security profile)	M	E	
TEC	18.05	Look and feel (adherence to a single user interface standard)	M	E	
TEC	19.00	Provide the ability to use one logon ID to access all components.	M	E	
TEC	20.00	Provide point and click as well as function keys.	M	E	
TEC	21.00	Provide the option of using either menus or commands.	M	E	
TEC	22.00	Should minimize manual data entry by utilizing automatic fill feature.	M	E	

TEC	23.00	Users should not be required to enter separation constants or characters for fields such as slashes for dates, colons for time and parentheses or dashes for telephone numbers. System should insert and display the characters.	M	E	
TEC	24.00	Should provide for a "copy" feature in order to create new records from old records when only minor changes are required.	O	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
TEC	25.00	Provide basic MS-Windows commands (e.g. cut, copy, paste, save).	M	E	
NETWORK REQUIREMENTS					
TEC	26.00	Support multi-user capability within a Wide Area Network (WAN) environment.	M	E	
TEC	27.00	Support the following Network standards and protocols:		E	
TEC	27.01	Transmission Control Protocol/Internet Protocol (TCP/IP)	M	E	
TEC	27.01	Ethernet	M	E	
TEC	27.03	Fast Ethernet	M	E	
TEC	27.04	Gigabit Ethernet	M	E	
TEC	27.05	Asynchronous Transfer Mode (ATM)	M	E	
TEC	27.06	Virtual Private Network (VPN)	M	E	
TEC	27.07	Frame Relay	M	E	
DATABASE REQUIREMENTS					

TEC	28.00	Provide full integration between all software modules. Specifically, the updating of any data element occurs only once, and is then reflected throughout all applications.	M	E	
TEC	29.00	All applications/modules utilize the same database.	M	E	
TEC	30.00	Application must use a relational database.	M	E	
TEC	30.01	Application uses Oracle database.	O	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	30.02	Application uses MS-SQL Server database.	O	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	30.03	Application uses Sybase database.	O	E	
TEC	31.00	Provide capacity to store a minimum of 10 years of historical data.	M	E	
TEC	32.00	Provide system administration tools to perform data backup, data restoration, and data file reduction through proper security.	M	E	
TEC	33.00	Provide support for load balancing.	M	E	
TEC	34.00	Provide table entries that are future dated, that is they become effective in future date.	M	E	

TEC	35.00	Ability to archive records upon request for records within a user-defined time and criteria.	M	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
TEC	36.00	Provide method to access archived data.	M	E	
TEC	37.00	Ability to purge records upon request for records within a user-defined time and criteria.	M	E	
TEC	37.01	Validate integrity of database before and after purged	M	E	
TEC	37.02	Identify orphaned records (e.g. records do not have parent values)	M	E	
TEC	38.00	Ability to list all records included in purge.	M	E	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
		REPORTING			
TEC	39.00	Include a comprehensive report generation capability for both standard and ad-hoc reports with built-in graphing and charting.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.

TEC	40.00	System must support the use of Cognos business intelligence software tools. County's standard for business intelligence software is Cognos, vendor to provide narrative explanation on how system can use Cognos.	O	E	
TEC	41.00	System must support the use of MS-SQL Server business intelligence software tools.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	42.00	Provide multimedia report output (central printers, screen, data file, CD-Rom, DVD, etc.).	O	E	
TEC	43.00	Run on-line reports in the background and allow users to continue processing.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	44.00	Ability to schedule reports to be run at a later date and/or on a recurring basis.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	45.00	Ability for end-user to view print progress of any report.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.

TEC	46.00	Provide end-users with the ability to create & generate ad-hoc reports.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	47.00	Allow ad-hoc report/query definitions to be stored in private folders.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	48.00	Allow ad-hoc report/query definitions to be stored in public libraries.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	49.00	Ability to link from reporting tool to graphic, spreadsheet and presentation applications.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	50.00	Ability to utilize wildcards in queries.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	51.00	Ability to create line graphs from the reporting tools.	O	R	Please see the

				Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 52.00	Ability to create bar charts from the reporting tools.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 53.00	Ability to create pie charts from the reporting tools.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 54.00	Ability to create stacked bar charts from the reporting tools.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 55.00	Ability to create min/mid/max line graphs from the reporting tools.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 56.00	Ability to create regression line from reporting tools.	O	R	Please see the Supplementary Information:

				Technical Requirements area proceeding Section C.3 of this response for detailed information.	
TEC	57.00	Allow report output to be routed to an external database.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	58.00	Allow report output to be routed to a word processing software.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	59.00	Allow report output to be routed to spreadsheet.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	60.00	Allow report output to be routed to American Standard Code for Information Interchange (ASCII) files.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	61.00	Allow report output as Extensible Markup Language (XML) file.	O	R	Please see the Supplementary Information: Technical Requirements

				area proceeding Section C.3 of this response for detailed information.
TEC 62.00	Allow report output in uneditable format such as PDF.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 63.00	Provide print preview capability.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 64.00	Allow year-to-year, month-to-month, period-to-period, year to date and life to date comparison on reports.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 65.00	Ability to report on any date during the month or year.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 66.00	Ability to generate reports based on user-defined thresholds and criteria (other than date).	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3

				of this response for detailed information.
TEC 67.00	Reports can include control breaks.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 68.00	Reports can include end-user defined calculations and formulas.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 69.00	Reports can include end-user defined headings and borders.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 70.00	Provide flexibility to users to indicate round numbers (or not) in reports.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 71.00	Allow users to sort report by any field within the report.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed

				information.
TEC 72.00	Allow users to define a sort order for reports.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 73.00	On-line, real-time reporting and query capability with the ability to reference a data dictionary.	O	R	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 74.00	Allow end-users to modify report queries on-line.	O	E	
ERROR METHODOLOGIES				
TEC 75.00	Error messages appear in a consistent format across all system modules, for both batch and on-line processing. Specifically, error messages having like codes, text and screen locations.	M	E	
TEC 76.00	Error messages are integrated with on-line help function.	M	E	
SECURITY AND AUDIT CAPABILITIES				
TEC 77.00	Support use of "Secure ID" and similar devices.	O	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC 78.00	Ability to record date, time, and user ID for all system transactions.	M	E	

TEC	79.00	Provide historical records (log file) of table updates for a minimum of ten years including the user ID of who made the changes and the actual changes.	M	E	
TEC	80.00	Allow users to change passwords.	M	E	
TEC	81.00	System Administrator can define parameters such as requiring users to use alphanumeric and numeric characters in passwords.	O	E	
TEC	82.00	Provide the option for system to require password changes periodically. The frequency can be determined by system administrator.	O	E	
TEC	83.00	Administrator can reset and/or delete passwords (if MS Active Directory solution is not used).	M	E	
TEC	84.00	Can log-off a user after a specified number of denied log on attempts.	M	E	
TEC	85.00	Log off user and generate report to security officer if user attempts to breach system authorized level defined security parameters while on-line.	O	E	
	86.00	Manage application login utilizing MS Active Directory.	O	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	87.00	Unsuccessful logon attempts are recorded by system and retained for a user defined period of time.	O	E	
TEC	88.00	Set security profile to define personnel authorized to:			
TEC	88.01	Log on	M	E	
TEC	88.02	Add data	M	E	
TEC	88.03	Delete data	M	E	
TEC	88.04	Change data	M	E	

TEC	88.05	View data	M	E	
TEC	89.00	Provide option to restrict data access for each security profile by:		E	
TEC	89.01	IP Address	O	E	
TEC	89.02	Employee ID	O	E	
TEC	89.03	User ID	O	E	
TEC	89.04	Application	O	E	
TEC	89.05	Screen	O	E	
TEC	89.06	Field	O	E	
TEC	89.07	Workstation	O	E	
TEC	89.08	Menu	O	E	
TEC	89.09	Module	O	E	
TEC	89.10	Report	O	E	
TEC	89.11	Program/Project	O	E	
TEC	89.12	Transaction type	O	E	
TEC	89.13	Role	O	E	

TEC	90.00	Accommodate de-centralized (department security administrators overseen by central security administrator) security.	M	E	
TEC	91.00	Provide ability to view or obtain reports showing:		E	
TEC	91.01	Authorized system use	O	E	
TEC	91.02	Unauthorized system use	O	E	
TEC	91.03	Security profiles by user	O	E	
TEC	91.04	Security breaches or attempts	O	E	
TEC	92.00	Ability to predefine, based on job function and role, a security profile and assign individuals to such profiles.	O	E	
TEC	93.00	Ability to provide multiple security profiles to a single user.	O	E	
TEC	94.00	Ability to view log files on-line for all changes, deletions, and additions including:		E	
TEC	94.01	Date /time stamp	M	E	
TEC	94.02	User ID	M	E	
TEC	94.03	Specific input device	O	E	
TEC	95.00	Provide record or file encryption using Data Encryption Standard (DES) standards.	O	E	
TEC	96.00	Allow user to specify what types of activities require supervisory controls and override.	O	E	
TEC	97.00	Authenticate users with a single password.	M	E	
TEC	98.00	Support standard encryption techniques for all data transmitting over the network.	O	E	

TEC	99.00	System should provide record level security for display, data entry, update and read only.	O	E	
TEC	100.00	System should provide for the setup options and establishment/maintenance of business rules by departments, divisions and sections.	O	E	
INTERFACES					
TEC	101.00	Built-in export feature for extracting data in standard formats (e.g., Excel, comma delimited text, etc.) for use in importing data to other applications.	M	E	
TEC	102.00	Ability to link to Oracle database applications through ODBC, DB Link, or other mechanism.	M	E	
TEC	103.00	Ability to utilize Messaging Application Programming Interface (MAPI) compliant e-mail systems such as Outlook.	M	E	
TEC	104.00	Ability to support Extensible Markup Language (XML) transactions with external systems.	O	E	
HELP SYSTEM CAPABILITY					
TEC	105.00	Provide context sensitive on-line help feature.	O	E	
TEC	106.00	Provide on-line help features for all screen elements (screen errors and error codes).	O	E	
TEC	107.00	Provide a user customizable help feature.	O	E	Please see the Supplementary Information: Functional Business Requirements area proceeding Section C.3 of this response for detailed information.
DOCUMENTATION CAPABILITY					

TEC	108.00	Provide up-to-date end-user manuals which contain clear and thorough descriptions of all screen functions, screen data, programs, and any processing parameters.	M	E	
TEC	109.00	Provide on-line documentation for users.	M	E	
TEC	110.00	Provide user manuals on cd-rom.	O	E	
TEC	111.00	Provide comprehensive technical system documentation and technical manuals including:		E	
TEC	111.01	Program descriptions	M	E	
TEC	111.02	Screen definitions and descriptions	M	E	
TEC	111.03	Database definitions, logical data model, and record layouts	M	X	Please see the Supplementary Information: Technical Requirements area proceeding Section C.3 of this response for detailed information.
TEC	111.04	System operations	M	E	

Supplementary Information: Technical Requirements

RFP 321SH



GENERAL TECHNICAL REQUIREMENTS	
<i>Requirements Cannot be Met</i>	TEC 4.00
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 1.00, TEC 2.00, TEC 3.00, TEC 5.00, TEC 6.00, TEC 7.00, TEC 8.00

Requirement TEC 4.0: TeleStaff cannot 100% comply with the ADA rules. However, PDSI strives to accommodate the needs of the ADA. PDSI has provided below a table of questions/answers that will provide the County with information on how TeleStaff/WebStaff does not comply 100% with this requirement. This checklist is based on the ADA Section 508 of The Rehabilitation Act of 1973, as amended.

P: Pass, **F:** Fail, **N/T:** Not Tested, **N/A:** Not Applicable

Question	Comment	P	F	N/T	N/A
Is there a text equivalent (e.g., via "alt", "longdesc", or in element content) for every non-text element?	<p><i>Calendar:</i> All non-text elements use TITLE attribute. TITLE attributes are read and display as a tool-tip in the same way as ALT however TITLE is not recognized in the W3C WCAG 1.0 standards document.</p> <p><i>Roster:</i> Links use TITLE attribute, Image use ALT attribute</p> <p><i>Picklist:</i> INPUT elements (5) do not contain ALT attribute</p> <p><i>Approve:</i> INPUT elements (5) do not contain ALT attribute</p> <p><i>History:</i> INPUT elements (3) do not contain ALT attribute</p> <p><i>Resource:</i> INPUT elements (14) do not contain ALT</p>		X		

RFP 321SH



	attribute <i>Change Password</i> : INPUT elements (3) do not contain ALT attributes <i>Add Work Code</i> : INPUT elements (8) do not contain ALT attributes.				
For any multimedia presentations, are there equivalent alternatives and are they synchronized with the presentation?	There is no multimedia				X
Is all information conveyed with color also available without color (e.g. from context or markup)?	Color is backed by textual abbreviations	X			
Are documents organized so they are readable without requiring an associated style sheet?	Style sheets are used for enhancing UI, not for element positioning	X			
Are redundant text links provided for each active region of a server-side image map?	Application does not use image maps				X
Are client-side image maps provided, instead of server-side image maps (except where the regions cannot be defined with an available geometric shape)?	Application does not use image maps				X
Are row and column headers identified for data tables?	<i>Approve Window</i> : does not contain a THEAD for table header <i>Call Log</i> : does not contain a THEAD for table header <i>Picklist</i> : does not contain a THEAD for table header <i>History</i> : does not contain a THEAD for table header		X		
Is markup used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers?	System does not have multiple row/column headers				X
Are frames titled with text that facilitates frame identification and navigation?	Application does not use frames				X
Are pages designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower	PDSI was unable to execute tests on comparable equipment. However, based on guidance from W3C			X	

RFP 321SH



than 55 Hz?	WCAG1.0 (http://www.w3.org/TR/WCAG10/ , Guideline 7), none of the checkpoint items are known to exist within the application, certainly items referenced in 7.2 - 7.4. There is no moving text or animated images in the application which would seem to be the intent of 7.1.				
Is a text-only page, with equivalent information or functionality, provided? (This is to ensure that a web site complies when compliance cannot be accomplished in any other way.)	The application passes WC3 HTML 4.01 and WC3 CSS validation	X			
Is the content of the text-only page updated whenever the primary page changes?		X			
If pages utilize scripting languages to display content, or to create interface elements, is the information provided by the script identified with functional text that can be read by assistive technology?	The Calendar and the Roster both use pop-up div's used for navigation. The links on those navigation items are not read by assistive technology. There are four links on the calendar and four links on the roster that fall into this category.			X	
If a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, does the page provide a link to a plug-in or applet that complies with §1194.21, the Technical Standards for Software Applications and Operating Systems, (a) through (l)?	The application does not use applets, plug-ins or other applications				X
If electronic forms are designed to be completed on-line, does the form allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues?		X			
Is a method provided that permits users to skip	There are no repetitive tasks				X

RFP 321SH



repetitive navigation links?					
If a timed response is required, is the user alerted and given sufficient time to indicate more time is required?	There are no timed responses				X

RFP 321SH



TeleStaff
STAFFED AND READY



PDSI
Principal Decision Systems International

General Technical Requirements Summary: TeleStaff provides the County with an established and dependable AESS for each County department with a scheduling and inbound/outbound telephony solution. With TeleStaff, employees can receive working requests, messages, etc. through the telephone, Internet and intranet. In addition, employees can access TeleStaff at any time and access/submit leave requests, check their working status, etc. The County may implement portal access points (telephone and Internet browser) and intranet workstations so that all employees can take advantage of all TeleStaff functions and features. As all components may be installed and run off a 3-tier architecture based on TeleStaff's standard SQL Sybase database model, each County department can be assured that TeleStaff can be implemented from a decentralized server deployment. In addition, each County department is assured that TeleStaff provides enterprise wide visibility for each County department as a means of maintaining their unique configuration.

With the functionality to support vertical and horizontal scalability, fail over, clustering and load balancing, TeleStaff is ready to meet the scheduling demands for a user community of over 20,000 employees.

RFP 321SH



APPLICATION TOOLSETS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 9.00, TEC 9.01, TEC 9.02, TEC 9.03, TEC 9.04, TEC 9.05, TEC 9.06, TEC 9.07, TEC 9.08

Application Toolsets Summary: TeleStaff provides integrated tools for Database Maintenance. The Task Manager, a component of TeleStaff, provides jobs that are utilized to backup the database and rebuild the database. The Task Manager is an application which allows for these tasks to be scheduled daily, weekly, monthly, and even yearly. Upgrades are provided to all customers and often require middle tier/client upgrades. Client upgrades may be pushed.

The TeleStaff Custom Report module allows for the manipulation of the built-in reports. These modified reports are then accessible within TeleStaff.

Security administration is managed within the TeleStaff application. With TeleStaff's unique configuration engine, only users with authorized access may perform changes/updates to the Setup area. End user interfaces do not require Java programming.

TeleStaff accommodates API maintaining while OLAP Maintenance is performed under the same maintenance without a separate OLAP repository.

RFP 321SH



DATA ENTRY	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 10.00, TEC 11.00, TEC 12.00, TEC 13.00, TEC 14.00, TEC 15.00, TEC 16.00, TEC 17.00, TEC 18.00, TEC 18.01, TEC 18.02, TEC 18.03, TEC 18.04, TEC 18.05, TEC 19.00, TEC 20.00, TEC 21.00, TEC 22.00, TEC 23.00, TEC 24.00, TEC 25.00

Data Entry Summary: TeleStaff's browser and graphical user interface (GUI) is user-friendly with the look and feel of a Microsoft Windows™ environment. Users can take advantage of the use of pop-up windows, pull-down menus, selection lists, consistent screen layouts and data entry conventions are provided throughout the system. Many selection lists and pull-down menus contain user-defined information critical for maintaining scheduling for the County; so quick advancement to the next field is completed seamlessly by the users. Along with definable search Filters and the Navigator's Find feature, critical personnel and scheduling information is also easily accessible.

When entering either time requests or modifying personnel information, selections are available in a drop-down menu. An employee can quickly select the desired item by typing the first letter of the item. For example, when entering time requests, the work code drop down is pre-populated with choices, such as Vacation, Sick, Shift Adjustment, based on the employee's Authority level. The list displays only the work codes the user has access to base on the Authority level. When modifying personnel assignments, the drop down menus are pre-populated with the Organizational Information, such as Shift, Units/Areas. Assignment changes can quickly be made by utilizing the drop down box.

When entering work codes, Dynamic Issues provide additional information to the employee. Dynamic Issues can prompt the user to select a Detail Code, which can provide more information as to why the work code is needed. For example, when entering/requesting Training, the Detail Code drop-down will provide choices, such as SWAT Training, Paramedic School, TeleStaff Training, to select.

When changes are made to Setup items, all resources that utilize that item are also updated. For example, if the Specialty/Certification of "Paramedic" needed to be renamed to "Paramedic Certified", the authorized user simply enters the Setup area of TeleStaff and renames the item. All resources, such as personnel and posts with the specialty, would automatically be updated.

Authority levels determine not only what work codes the user has access to view, but what functions the user can perform. Addition, Deletion, or Modification of the Application is controlled based on the Authority selections.

RFP 321SH



NETWORK REQUIREMENTS	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 26.00, TEC 27.00, TEC 27.01, TEC 27.01(2), TEC 27.03, TEC 27.04, TEC 27.05, TEC 27.06, TEC 27.07

Network Requirements Overview: TeleStaff utilizes Internet, intranet and telephonic accessible solutions. Users can easily access TeleStaff through the County's WAN. TeleStaff client access is dependent on the County's TCP/IP protocols; thus user workstations take advantage of Ethernet, Fast Ethernet, Gigabit Ethernet, ATM, VPN and frame relay standards.

RFP 321SH



DATABASE REQUIREMENTS	
<i>Requirements Cannot be Met</i>	TEC 30.01, TEC 30.02
<i>Deviated Requirements</i>	TEC 38.00
<i>Requirements Met</i>	TEC 28.00, TEC 29.00 TEC 30.03, TEC 31.00, TEC 32.00, TEC 33.00, TEC 34.00, TEC 35.00, TEC 36.00, TEC 37.01, TEC 37.02

TEC Requirements 30.01 and 30.02: For significant reasons (specified in [Section G.3](#) of this proposal), TeleStaff was originally conceived as a Sybase SQL ASA solution. The Cayenne solution, which will eventually eclipse TeleStaff, is being designed as database independent and will support Oracle and SQL Server. PDSI recommends that TeleStaff be deployed as is for the pilot phase of this engagement. As we move into Phase II (and assuming Cayenne is not yet released), PDSI is committed to migrating TeleStaff to the County's preferred platform if so required.

TEC Requirement 38.00: This requirement is addressed with a custom script.

Database Requirements Overview: TeleStaff provides full integration of all modules in a tested and proven platform. Since TeleStaff utilizes a single database, updating/adding/editing information need occur only once; so users are assured that information contained within the system is up-to-date. The TeleStaff database retains all historical information for immediate access; surpassing the County's requirement of maintaining a minimum of 10 years of data.

Database maintenance is including with our implementation training curriculum. PDSI provides all the modules/tools/training necessary for County IT personnel to maintain the integrity of the database. System administration tools such as the Task Manager are utilized to schedule database backups and rebuilds while procedure documentation further support authorized users in database backups/restoration/rebuild procedures. TeleStaff further supports load balancing and the purging of records with validation procedures. Orphaned records are identified, depending on the Database Integrity and the listing of all records included in purges are produced through a script.

RFP 321SH



REPORTING	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	TEC 39.00, TEC 41.00, TEC 43.00, TEC 44.00, TEC 45.00, TEC 46.00, TEC 47.00, TEC 48.00, TEC 49.00, TEC 50.00, TEC 51.00, TEC 52.00, TEC 53.00, TEC 54.00, TEC 55.00, TEC 56.00, TEC 57.00, TEC 58.00, TEC 59.00, TEC 60.00, TEC 61.00, TEC 62.00, TEC 63.00, TEC 64.00, TEC 65.00, TEC 66.00, TEC 67.00, TEC 68.00, TEC 69.00, TEC 70.00, TEC 71.00, TEC 72.00, TEC 73.00, TEC 74.00
<i>Requirements Met</i>	TEC 40.00, TEC 42.00,

Requirements TEC 39.00, TEC 41.00, TEC 43.00, TEC 44.00, TEC 45.00, TEC 46.00, TEC 47.00, TEC 48.00, TEC 49.00, TEC 50.00, TEC 51.00, TEC 52.00, TEC 53.00, TEC 54.00, TEC 55.00, TEC 56.00, TEC 57.00, TEC 58.00, TEC 59.00, TEC 60.00, TEC 61.00, TEC 62.00, TEC 63.00, TEC 64.00, TEC 65.00, TEC 66.00, TEC 67.00, TEC 68.00, TEC 69.00, TEC 70.00, TEC 71.00, TEC 72.00, TEC 73.00: PDSI has provided with our response the Custom Reporting tool to address the specific reporting needs defined in these requirements. In addition, PDSI has included 30 custom reports as well as a Custom Report training course within our response to further assist the County in addressing their current and future reporting needs.

Requirement 74.00: This requirement is met through running reports through the TeleStaff Client Workstation.

Reporting Summary: TeleStaff is written in Sybase SQL that enables the Cognos system to access the database tables for reporting purposes. TeleStaff Reports can limit data based on date range and other user-selected options, such as Unit, Shift and Work Codes. These reports can be displayed, printed, or exported into different format types such as Microsoft Word, Microsoft Excel, Adobe Acrobat PDF, XML, and CSV.

By utilizing the Custom Reports Module, any of the built-in reports can be modified and accessed through TeleStaff. For example, the Exceptions Report could be modified to add information, such as the Area worked and Post number. For example, to run a report of the Overtime worked in Patrol, the report can be limited by either the Patrol Area or Shifts and by the Overtime Work Code(s). This report will sort based on the work code and the hours worked.

RFP 321SH



ERROR METHODOLOGIES	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 75.00, TEC 76.00

Error Methodologies Summary: TeleStaff utilizes Static Issues and Dynamic Issues to display error messages. Static Issues are triggered based on user-defined settings. Dynamic Issues are County-customized messages.

For example, if an Officer attempts to add a leave code on a day that the Officer is not scheduled to work, TeleStaff displays the error message – Person is not working over target period.

Error messages, such as those found in Auctions, are detailed in TeleStaff's online Help area.

RFP 321SH



SECURITY AND AUDIT CAPABILITIES	
<i>Requirements Cannot be Met</i>	TEC 77.00, TEC 86.00
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 78.00, TEC 79.00, TEC 80.00, TEC 81.00, TEC 82.00, TEC 83.00, TEC 84.00, TEC 85.00, TEC 87.00, TEC 88.00, TEC 88.01, TEC 88.02, TEC 88.03, TEC 88.04, TEC 88.05, TEC 89.01, TEC 89.02, TEC 89.03, TEC 89.04, TEC 89.05, TEC 89.06, TEC 89.07, TEC 89.08, TEC 89.09, TEC 89.10, TEC 89.11, TEC 89.12, TEC 89.13, TEC 90.00, TEC 91.00, TEC 91.01, TEC 91.02, TEC 91.03, TEC 91.04, TEC 92.00, TEC 93.00, TEC 94.00, TEC 94.01, TEC 94.02, TEC 94.03, TEC 95.00, TEC 96.00, TEC 97.00, TEC 98.00, TEC 99.00, TEC 100.00

TEC Requirement 77.00: TeleStaff does not support the use of “Secure ID” and similar devices with the TeleStaff system.

TEC Requirement 86.00: A key benefit of the TeleStaff system is the ability for officers and supervisors to easily interact with the system via phone and also receive automated notifications for schedule changes and recall. PDSI prides itself on offering a solution that is user friendly to our customers that access the system via telephone daily. As such, PDSI has made a development decision that TeleStaff will not be compatible with Active Directory in order to provide an easy-to-use solution for its customers. Many agencies are now requiring complex log in details through active directory (upper case, lower case letters and symbols). Log in to the TeleStaff application via web, client, and telephone are identical and would make log in via phone very difficult for the end user. The TeleStaff application includes features that will automatically prompt users to update/change their ID’s and passwords at time intervals set by the County.

Security and Audit Capabilities Overview: TeleStaff provides detailed auditing for transactions, changes, updates and ‘last touched by’ records. By recording the record date (mm:dd:yyyy), time (hh:mm:ss), user ID, etc. TeleStaff audits system transactions for a minimum of ten years.

Password protection is mandatory for access to TeleStaff; this includes access through a client workstation, the server, telephone, and the Web. In addition, idle ‘time out’ periods may be defined to time out the user’s session if there is no activity for X amount of time.

In addition to employees changing their passwords, administrators can also force users to change their password every X days. If a Password equals the Default Password as set in Acceptance, then TeleStaff requires the user to change their password at the next login attempt. Because each user utilizes one ID/Password for login, access through the telephone requires users to interpret their alpha characters into numeric for easy input over the telephone.

RFP 321SH



With the support of standard encryption techniques, data restriction for each security profile as well as security breaches or attempts are controlled through TeleStaff's Login ID and Passwords features that provide each County department with unlimited security levels. Because TeleStaff's authority dictates users' access to areas of TeleStaff, administrators can rely on TeleStaff to keep employees from breaching areas they do not belong. All security profiles enable administrators to define employee access to log on, add, delete, change and/or view data. TeleStaff also utilizes Login ID/Passwords with unlimited security levels to restrict data access to IP Address, Employee ID, User ID, Application, Screen, Field, Workstation, Menu, Module, Report, Program/Project, Transaction Type and Role information/functions.

TeleStaff accommodates de-centralized security. In addition, TeleStaff authority can dictate who can view/run reports showing authorize/unauthorized system use, security profiles, and/or breaches and attempts.

Authority is also Profile-dependent. Thus, authority is linked directly to the employee. If the employee changes job titles they can also inherit new authority; and administrators can be assured that previous authority is maintained for historical reference. With acting and overriding authorities, specific instances may be configured into TeleStaff that enables specific users to utilize multiple authorities, depending on the circumstances defined by the County. In addition, access to the Setup area where users establish department business/scheduling rules, authority, and other setup information is tightly controlled by TeleStaff authority.

Monitoring employee actions in TeleStaff provides administrators with the information they need to maintain system integrity. Log files for changes, deletions and additions are monitored by Date (mm:dd:yyyy)/ Time (hh:mm:ss) stamps, user ID, and access point. As the TeleStaff database contains all application information, the database server and its utilities provide for both simple and strong (AES) data encryption.

RFP 321SH



INTERFACES	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 101.00, TEC 102.00, TEC 103.00, TEC 104.00

Interfaces Overview: With the functionality to provide a customizable interface to Oracle applications through ODBC, TeleStaff provides the ability to export scheduling information as well as information contained in any of its folders. Additionally, the file can be exported to Microsoft Excel, Tab delimited, Comma delimited, and XML. Once the data has been exported into the appropriate format the information can be parsed and ready for import into another data source. MAPI requirements are also met with the TeleStaff application.

RFP 321SH



HELP SYSTEM CAPABILITY	
<i>Requirements Cannot be Met</i>	NONE
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 105.00, TEC 106.00, TEC 107.00

Help System Capability Overview: PDSI produces the TeleStaff on-line help file a RoboHelp™ source file. The TeleStaff Help file is accessible within the TeleStaff program with precise mapping to all screens and windows. With the TeleStaff help file, users can quickly access specific TeleStaff features for all screen elements; including applicable errors that may occur while using the system. The on-line help file is comprised of:

- *Table of Contents:* This area provides readers with a clear layout of all TeleStaff help topics.
- *Index:* This area provides readers with an alphabetical listing of all TeleStaff help topics for quick reference.
- *Search:* This area provides readers with a quick search function to search for a specific topic.
- *Glossary:* This area contains a listing of TeleStaff-specific terms and accompanying definitions.

Upon the County's request, PDSI is ready to provide the County with the TeleStaff Help Source files to address any customizable needs for each County department. For instance, the Help file may be customized with County department-specific terms.

RFP 321SH



DOCUMENTATION CAPABILITY	
<i>Requirements Cannot be Met</i>	TEC 111.03
<i>Deviated Requirements</i>	NONE
<i>Requirements Met</i>	TEC 108.00, TEC 109.00, TEC 111.00, TEC 111.01, TEC 111.02, TEC 111.04

TEC Requirement 111.03: PDSI has a long history of providing our customers with the technical documentation needed to configure, implement and maintain the TeleStaff system. Although PDSI does not provide our customers with a complete TeleStaff data dictionary, we are prepared to work with the County in providing a limited data dictionary that can be utilized to produce interfaces and custom reporting queries to the TeleStaff system.

Documentation Capability Overview: PDSI maintains all documentation within a RoboHelp™ source file. This source file is updated in parallel with upcoming product releases to maintain consistency with all documentation and the on-line TeleStaff Help file. TeleStaff functional manuals contain clear, visual screenshots, field definitions, and step-by-step instruction that guide the reader to a clear understanding of each area and function of TeleStaff. All manuals are available in editable Microsoft Word format through the TeleStaff website and on CD-ROM so that customized training manuals can be produced by the County for end-user training. This is beneficial for the department as they can focus end-user training on specific functions and features of TeleStaff that pertain to their training group.

Additional technical documentation will also be provided to each County's IT department. These manuals contain program descriptions of all the TeleStaff modules utilized with the TeleStaff system. Screen definitions and descriptions provide the reader with a clear understanding the technical operations of the TeleStaff system. As with the TeleStaff Functional manuals, technical documentation is provided in Microsoft Word™ format and is available on-line and on CD-ROM.

RFP 321SH



Exhibit B4

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

PHASE 1

SYSTEM ENVIRONMENT REQUIREMENTS

PDSI - TeleStaff

LA County AESS Phase 1 System Environment Requirements

(Hardware Specifications)

Standard solution

Section D of PDSI's response to the AESS RFP included hardware specifications for the AESS project based on a Hewlett Packard standard. This document provides a generic HW specification for each department participating in Phase 1 of the AESS Project.

Server

PDSI recommends one server per environment (production, systems integration testing, training, user acceptance, and development/configuration) per participating department. For Phase 1 each server will house the DB, middle-tier and all components of TeleStaff (LM, CM, EM, TM, etc.).

For each participating department, PDSI recommends **five dedicated servers** with the following specification:

- a. Dual Quad Core Xeon Processor(s) 3 GHz
- b. 16 GB RAM
- c. CD-RW/DVD Drive
- d. RAID-10 (At least 4 15K RPM Drives) [*RAID-10 is Optional]
- e. PCIe slot(s) for Dialogic Card(s) [PN: D/120JCT-LSEW]
- f. Network Card
- g. Any Sound Device [* Optional]

Client

TeleStaff clients are required for staffing tasks. The number of clients will depend on each participating department's staffing needs. The recommended client specification is:

- a. Pentium 4 2.4 GHz
- b. 1 GB RAM
- c. 40 GB Hard Drive
- d. Sound card/Speakers/Microphone [* optional for clients to hear/record in TeleStaff]

Web server

Only one web server is required for the three participating departments. If the County's IT standard requires each department to have their own web server, then three servers will be needed; however, the web access module of TeleStaff does not require a dedicated server. The web module can be installed on an existing IIS server with the following specifications:

- a. Dual Core XEON Processor
- b. 16 GB RAM
- c. 40 GB Hard Drive

Web access

TeleStaff can be accessed from any computer that has access to the internet. There are no separate specifications for these computers.

Alternate solution

This alternate solution is valid only if the participating department does not need to have each environment on a separate server. The five physical servers (specified in the standard solution above) can be combined for a total of **three servers** to support the five environments, as follows:

- a. Production
- b. Systems Integration Testing & Development/Configuration
- c. Training & User Acceptance Testing

Exhibit B5

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

PROPOSED PRELIMINARY PROJECT SCHEDULE

LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
0	TELESTAFF IMPLEMENTATION - LA County Phase 1	Thu 10/1/09	Tue 6/1/10
1	1 INITIATION PHASE	Thu 10/1/09	Wed 11/11/09
2	1.1 Introduction Meeting or Teleconference	Thu 10/1/09	Thu 10/1/09
3	1.2 Develop Project Plan	Thu 10/1/09	Fri 10/16/09
4	1.2.1 Develop Introduction	Thu 10/1/09	Fri 10/2/09
5	1.2.2 Develop Executive Summary	Fri 10/2/09	Tue 10/6/09
6	1.2.3 Develop Project Mission & Objectives	Tue 10/6/09	Thu 10/8/09
7	1.2.4 Develop Project Scope	Thu 10/8/09	Mon 10/12/09
8	1.2.5 Develop Work Breakdown Structure (WBS)	Mon 10/12/09	Tue 10/13/09
9	1.2.6 Develop Project Control Document (PCD) - Master Schedule	Tue 10/13/09	Fri 10/16/09
10	1.3 Project Plan Review	Mon 10/12/09	Fri 10/23/09
11	1.3.1 Project Plan Call 1 - Project Mission, Objectives, & Scope Review	Mon 10/12/09	Mon 10/12/09
12	1.3.2 Project Plan Call 2 - WBS Review	Tue 10/13/09	Tue 10/13/09
13	1.3.3 Project Plan Call 3 - Master Schedule Review	Fri 10/16/09	Fri 10/16/09
14	1.3.4 Project Plan Call 4 - Final Review	Wed 10/21/09	Wed 10/21/09
15	1.3.5 Project Plan Updates	Wed 10/21/09	Fri 10/23/09
16	<u>1.4 Project Plan sign off</u>	Fri 10/23/09	Fri 10/23/09
17	1.5 Review Welcome Packet	Thu 10/8/09	Fri 10/9/09
18	1.5.1 Distribute Implementation Guide to Project Team	Thu 10/8/09	Thu 10/8/09
19	1.5.2 Distribute Technical Information to IT Team Member	Thu 10/8/09	Thu 10/8/09
20	1.5.3 Review terms of Customer Support Agreement & Help Desk	Thu 10/8/09	Thu 10/8/09
21	1.5.4 Review Implementation Guide	Fri 10/9/09	Fri 10/9/09
22	1.5.5 Review Technical Materials (Server, WebStaff, Phones, etc)	Fri 10/9/09	Fri 10/9/09
23	1.6 Kick-Off Meeting	Wed 10/28/09	Wed 10/28/09
24	1.7 Kick-off Follow-up	Wed 10/28/09	Wed 11/11/09
25	1.7.1 Gather samples of daily rosters and send to CAM	Wed 10/28/09	Fri 10/30/09
26	1.7.2 Gather Org chart & send to CAM (this need to be completed before the data review call)	Wed 10/28/09	Fri 10/30/09
27	1.7.3 Complete Staffing diagrams & send to CAM	Wed 10/28/09	Wed 11/11/09
28	1.7.4 Complete personnel data [A - R ONLY] for the Data Collection spreadsheet and send to CAM	Wed 10/28/09	Wed 11/11/09
29	2 PLANNING PHASE	Wed 10/28/09	Fri 1/1/10
30	2.1 Weekly Status Conference Calls -- Ongoing for entire project	Wed 10/28/09	Wed 10/28/09
31	2.2 Weekly status reports	Wed 10/28/09	Wed 10/28/09
32	2.3 Produce initial MPP based on PCD	Wed 10/28/09	Wed 10/28/09
33	2.4 Review Project Plan with customer via Web Conference	Thu 10/29/09	Fri 10/30/09
34	2.5 CAM to send Project Plan and notes to Project Lead	Fri 10/30/09	Fri 10/30/09
35	2.6 Requirements Review	Fri 10/30/09	Mon 11/9/09
36	2.6.1 Distribute RFP requirements documents to interested parties	Fri 10/30/09	Mon 11/2/09
37	2.6.2 Requirements Review Meeting	Mon 11/9/09	Mon 11/9/09
38	2.6.3 Finalize Requirements	Mon 11/9/09	Mon 11/9/09

LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
39	<u>2.7 Requirements Signoff</u>	Mon 11/9/09	Mon 11/9/09
40	2.8 Conduct Technology Assessment	Fri 10/30/09	Wed 11/11/09
41	2.8.1 Develop Technology Assessment	Fri 10/30/09	Fri 11/6/09
42	2.8.2 Technology Assessment reviews	Fri 11/6/09	Tue 11/10/09
43	2.8.3 Finalize Technology Assessment Report	Tue 11/10/09	Wed 11/11/09
44	2.9 Hardware Setup	Wed 10/28/09	Wed 11/18/09
45	2.9.1 IT to review Appendix A	Wed 10/28/09	Wed 10/28/09
46	2.9.2 Develop Installation Plan for Each Environment	Wed 10/28/09	Wed 11/4/09
47	2.9.3 Hardware	Thu 10/29/09	Wed 11/18/09
48	2.9.3.1 Review Hardware specs	Thu 10/29/09	Fri 10/30/09
49	2.9.3.2 Research Server options	Fri 10/30/09	Mon 11/2/09
50	2.9.3.3 Send Hardware specs for server to PS for review (BEFORE PURCHASING SERVER)	Tue 11/3/09	Tue 11/3/09
51	2.9.3.4 Order Server	Tue 11/17/09	Wed 11/18/09
52	2.9.4 Phone Lines	Wed 10/28/09	Tue 11/10/09
53	2.9.4.1 Identify Phone and rotary hunt group needs (See Section 5 of Implementation Guide)	Wed 10/28/09	Wed 10/28/09
54	2.9.4.2 Order additional phone lines (Analog POTS)	Tue 11/10/09	Tue 11/10/09
55	2.9.5 WebStaff	Wed 10/28/09	Wed 11/4/09
56	2.9.5.1 Review WebStaff documentation	Wed 10/28/09	Wed 10/28/09
57	2.9.5.2 Secure WebStaff hardware availability (i.e. TeleStaff server, space in the DMZ, proxy server etc)	Wed 10/28/09	Thu 10/29/09
58	2.9.5.3 Research SSL Certification need	Thu 10/29/09	Fri 10/30/09
59	2.9.5.4 Purchase SSL Cert	Tue 11/3/09	Wed 11/4/09
60	2.9.6 Telephony Components	Wed 10/28/09	Fri 10/30/09
61	2.9.6.1 Identify hardware needs (PCI-x vs. PCI-e) and notify PS	Wed 10/28/09	Wed 10/28/09
62	2.9.6.2 CAM to identify Hardware and ship to IT	Thu 10/29/09	Fri 10/30/09
63	2.10 Staffing process review and Data Collection	Thu 11/12/09	Thu 12/17/09
64	2.10.1 Web conference meeting with CAM, CPS, Customer to review staffing processes & data collection sp	Thu 11/12/09	Fri 11/13/09
65	2.10.2 Project team to review findings and respond to CPS inquiries	Fri 11/13/09	Mon 11/16/09
66	2.10.3 CPS Final review of Staffing process and work flow	Mon 11/16/09	Mon 11/16/09
67	2.10.4 Gather org. structure data and enter into Data Collection spreadsheet	Mon 11/16/09	Mon 11/30/09
68	2.10.5 Send completed data spreadsheet to CPS	Mon 11/30/09	Mon 11/30/09
69	2.10.6 Review/clean up spreadsheet	Wed 12/2/09	Thu 12/3/09
70	2.10.7 Notify Project Team of any missing fields	Thu 12/3/09	Fri 12/4/09
71	2.10.8 Project team to complete changes and resend to CPS	Mon 12/7/09	Thu 12/10/09
72	2.10.9 CAM ensures Project Lead has available environment to load TS DB for review	Thu 12/10/09	Fri 12/11/09
73	2.10.10 Review/clean up spreadsheet	Fri 12/11/09	Mon 12/14/09
74	2.10.11 TeleStaff database creation	Mon 12/14/09	Wed 12/16/09
75	2.10.12 Deliver completed DB TO Project Lead	Wed 12/16/09	Thu 12/17/09
76	2.11 Project Team Configuration Preparation	Wed 10/28/09	Fri 10/30/09
77	2.11.1 Project team to review product Training CD	Wed 10/28/09	Thu 10/29/09

LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
78	2.11.2 Download and review training Guides	Wed 10/28/09	Fri 10/30/09
79	2.11.3 Download and Review configuration Manual	Wed 10/28/09	Fri 10/30/09
80	2.12 Database Review	Fri 12/18/09	Tue 12/22/09
81	2.12.1 Data Review Call #1 via Web Conference	Fri 12/18/09	Fri 12/18/09
82	2.12.2 Make recommendations to Project Team for any re-work	Fri 12/18/09	Mon 12/21/09
83	2.12.3 Complete organization setup	Mon 12/21/09	Tue 12/22/09
84	2.12.4 Data Review Call #2 via Web Conference [Optional]	Tue 12/22/09	Tue 12/22/09
85	2.13 Pre-Configuration	Tue 12/29/09	Fri 1/1/10
86	2.13.1 Pre-Configuration Web Conference #1	Tue 12/29/09	Tue 12/29/09
87	2.13.2 Pre-Configuration Web Conference Call #2 [Optional]	Wed 12/30/09	Thu 12/31/09
88	2.13.3 Preparing for Configuration Training Conference Call	Fri 1/1/10	Fri 1/1/10
89	<u>2.14 Ready for Configuration Training Signoff</u>	Fri 1/1/10	Fri 1/1/10
90	3 EXECUTION PHASE	Wed 11/11/09	Wed 4/28/10
91	3.1 Hardware For Each Environment	Wed 11/11/09	Fri 2/19/10
92	3.1.1 Server	Wed 12/2/09	Fri 12/4/09
93	3.1.1.1 Receive Server(s)	Wed 12/2/09	Thu 12/3/09
94	3.1.1.2 Install Dialogic card and Dongle (drivers located on TeleStaff DVD)	Fri 12/4/09	Fri 12/4/09
95	3.1.1.3 Schedule web conference with PDSI Help desk for Server Installation (could be in tandem with Web	Fri 12/4/09	Fri 12/4/09
96	3.1.2 Phone Lines	Wed 12/2/09	Wed 12/2/09
97	3.1.2.1 Phone Lines installed	Wed 12/2/09	Wed 12/2/09
98	3.1.3 WebStaff	Wed 11/11/09	Thu 11/12/09
99	3.1.3.1 Install SSL Cert	Wed 11/11/09	Thu 11/12/09
100	3.1.3.2 Schedule web conference with PDSI Help Desk for WebStaff Installation (could be in tandem with s	Thu 11/12/09	Thu 11/12/09
101	3.1.4 Final Installation	Fri 12/18/09	Fri 2/19/10
102	3.1.4.1 Web conference with PDSI help desk for hardware and WebStaff install	Fri 12/18/09	Mon 12/21/09
103	3.1.4.2 Conference call with PS, Project Lead and IT to confirm Hardware installation	Wed 12/23/09	Wed 12/23/09
104	3.1.4.3 Schedule web conference for final set-up	Wed 12/23/09	Wed 12/23/09
105	3.1.4.4 Conference call with Help Desk to set up components (Line Mgr, Contact Mgr, Task Mgr, etc)	Thu 2/18/10	Fri 2/19/10
106	<u>3.2 Hardware installed Signoff</u>	Fri 2/19/10	Fri 2/19/10
107	3.3 Configuration Training	Fri 1/1/10	Thu 2/18/10
108	3.3.1 Configuration Training	Fri 1/1/10	Fri 1/8/10
109	3.3.1.1 Configuration Training Day 1 - Config Concepts	Fri 1/1/10	Mon 1/4/10
110	3.3.1.2 Configuration Training Day 2 - Dynamic Issues, Static Issues, and Work Codes	Mon 1/4/10	Tue 1/5/10
111	3.3.1.3 Configuration Training Day 3 - Rules	Tue 1/5/10	Wed 1/6/10
112	3.3.1.4 Configuration Training Day 4 - Rules, Testing, SOP	Wed 1/6/10	Thu 1/7/10
113	3.3.1.5 Configuration Training Day 5 - Test, Service Mgrs, Review	Thu 1/7/10	Fri 1/8/10
114	3.3.2 Configuration Training # 2	Fri 1/8/10	Fri 1/15/10
115	3.3.2.1 Configuration Training Day 1 - Config Concepts	Fri 1/8/10	Mon 1/11/10
116	3.3.2.2 Configuration Training Day 2 - Dynamic Issues, Static Issues, and Work Codes	Mon 1/11/10	Tue 1/12/10

LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
117	3.3.2.3 Configuration Training Day 3 - Rules	Tue 1/12/10	Wed 1/13/10
118	3.3.2.4 Configuration Training Day 4 - Rules, Testing, SOP	Wed 1/13/10	Thu 1/14/10
119	3.3.2.5 Configuration Training Day 5 - Test, Service Mgrs, Review	Thu 1/14/10	Fri 1/15/10
120	3.3.3 Completion of Configuration	Fri 1/15/10	Fri 1/29/10
121	3.3.3.1 Configuration Train - 4 hr trainer availability - designed to complete rules and for testing	Fri 1/15/10	Mon 1/18/10
122	3.3.3.2 Configuration Train - 4 hr trainer availability - designed to complete rules and for testing	Tue 1/19/10	Tue 1/19/10
123	3.3.3.3 Configuration Train - 4 hr trainer availability - designed to complete rules and for testing [Optional]	Wed 1/20/10	Thu 1/21/10
124	3.3.3.4 Configuration Train - 4 hr trainer availability - designed to complete rules and for testing [Optional]	Fri 1/22/10	Fri 1/22/10
125	3.3.3.5 Complete Configuration	Fri 1/22/10	Fri 1/29/10
126	3.3.4 SOP Call	Thu 2/4/10	Thu 2/4/10
127	3.3.5 Create post-TeleStaff SOP documents based on staffing processes & daily tasks, etc.	Thu 2/4/10	Thu 2/18/10
128	3.3.6 SOP Reviews with internal LA County affected departments	Thu 2/11/10	Thu 2/18/10
129	<i>3.4 Configuration Completed Signoff</i>	Thu 2/18/10	Thu 2/18/10
130	3.5 Payroll Set-up [Optional]	Fri 1/29/10	Fri 2/5/10
131	3.5.1 Work with [Payroll Vendor] to evaluate what file type will be accepted and requirements	Fri 1/29/10	Tue 2/2/10
132	3.5.2 Review payroll export file and fields	Tue 2/2/10	Wed 2/3/10
133	3.5.3 Set up payroll export file with select fields	Wed 2/3/10	Wed 2/3/10
134	3.5.4 Perform test on export and evaluate results	Wed 2/3/10	Thu 2/4/10
135	3.5.5 Make necessary adjustments to extract and or payroll software	Thu 2/4/10	Fri 2/5/10
136	3.5.6 Re-test export file	Fri 2/5/10	Fri 2/5/10
137	3.6 TeleStaff Gateway Feed [OPTIONAL]	Fri 1/29/10	Thu 2/11/10
138	3.6.1 Send Gateway information and field options to Vendor for evaluation	Fri 1/29/10	Tue 2/2/10
139	3.6.2 Vendor to review fields and establish ability to accept file and map fields	Tue 2/2/10	Tue 2/9/10
140	3.6.3 Conference call with PDSI support to set-up Gateway to pitch file	Tue 2/9/10	Tue 2/9/10
141	3.6.4 Work with vendor to set up the catcher portion of the feed	Tue 2/9/10	Wed 2/10/10
142	3.6.5 Test gateway feed	Wed 2/10/10	Wed 2/10/10
143	3.6.6 Make necessary adjustments	Wed 2/10/10	Thu 2/11/10
144	3.6.7 Re-test feed	Thu 2/11/10	Thu 2/11/10
145	3.7 Report Overview	Fri 1/29/10	Fri 2/5/10
146	3.7.1 Evaluate TS default reports - determine if additional reports needed after configuration completed	Fri 1/29/10	Fri 2/5/10
147	3.8 Testing	Thu 2/18/10	Fri 3/26/10
148	3.8.1 Testing Preparation	Thu 2/18/10	Thu 3/11/10
149	3.8.1.1 Develop Test Plan	Thu 2/18/10	Thu 2/25/10
150	3.8.1.2 Create tests based on Requirements Traceability Matrix	Thu 2/25/10	Tue 3/2/10
151	3.8.1.3 Create test scenarios based on staffing processes & SOP	Tue 3/2/10	Thu 3/4/10
152	3.8.1.4 Reviews for test plan and test scripts	Thu 2/25/10	Thu 3/11/10
153	<i>3.8.2 Test Plan and Test Scripts Signoff</i>	Thu 3/11/10	Thu 3/11/10
154	3.8.3 Test staffing processes & TeleStaff configuration	Thu 3/11/10	Fri 3/26/10
155	3.8.3.1 Assign users to test system	Thu 3/11/10	Fri 3/12/10

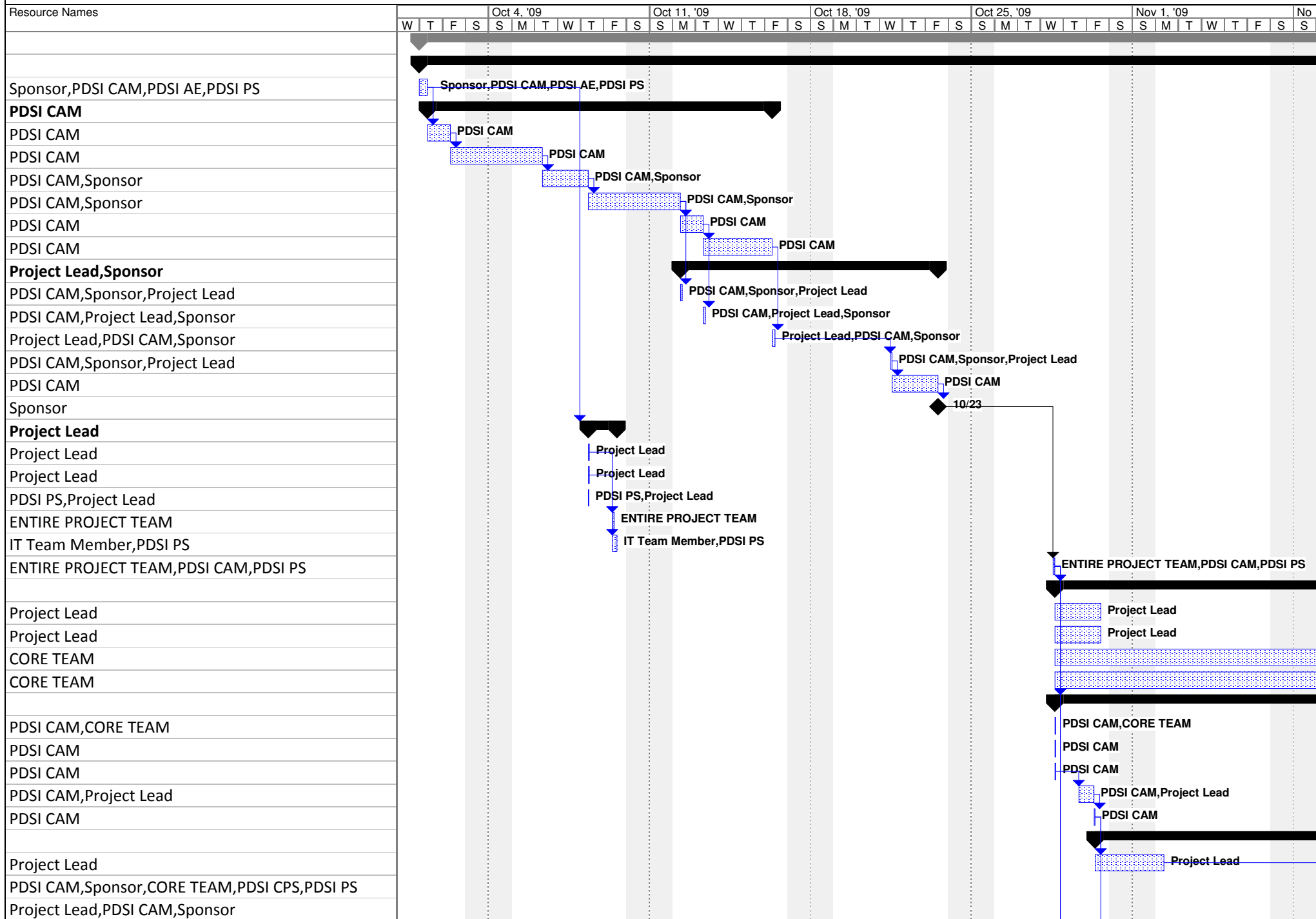
LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
156	3.8.3.2 Test	Fri 3/12/10	Fri 3/26/10
157	3.8.3.3 Make changes to configuration, if necessary (thrghout test cycle)	Fri 3/12/10	Thu 3/25/10
158	3.8.3.4 Capture results of testing	Thu 3/25/10	Thu 3/25/10
159	3.8.3.5 CPS Support: Testing & End User Web conferences [on-going, as necessary]	Fri 3/12/10	Tue 3/16/10
160	<u>3.8.4 Configuration Testing Completed Signoff</u>	Thu 3/25/10	Thu 3/25/10
161	3.9 Develop SUM	Thu 3/25/10	Tue 4/6/10
162	3.9.1 Develop First Draft of SUM based on SOP	Thu 3/25/10	Thu 4/1/10
163	3.9.2 Review SUM	Thu 4/1/10	Mon 4/5/10
164	3.9.3 Finalize SUM	Mon 4/5/10	Tue 4/6/10
165	3.10 Develop TSD	Thu 3/25/10	Tue 4/6/10
166	3.10.1 Write TSD	Thu 3/25/10	Thu 4/1/10
167	3.10.2 Review TSD	Thu 4/1/10	Mon 4/5/10
168	3.10.3 Finalize TSD	Mon 4/5/10	Tue 4/6/10
169	3.11 Training	Thu 2/18/10	Wed 4/28/10
170	3.11.1 Develop Training Roll-Out Plan	Thu 2/18/10	Tue 2/23/10
171	3.11.2 Determine course dates, start/end times, & locations	Tue 2/23/10	Thu 2/25/10
172	3.11.3 Training Plan reviews	Tue 2/23/10	Fri 2/26/10
173	<u>3.11.4 Training Plan Signoff</u>	Fri 2/26/10	Fri 2/26/10
174	3.11.5 Staffer & end user training	Thu 3/4/10	Wed 4/28/10
175	3.11.5.1 Create training materials based on SOP and staffing processes	Thu 3/4/10	Thu 3/18/10
176	3.11.5.2 Conduct T-3 Classes (Train the Trainer)	Thu 3/18/10	Wed 3/24/10
177	3.11.5.3 Conduct Staffer/Administrator training classes	Thu 3/25/10	Tue 4/6/10
178	3.11.5.4 Conduct end-user training classes	Tue 4/6/10	Tue 4/27/10
179	3.11.5.5 Identify staff to administer and maintain TS post Go-Live	Tue 4/27/10	Wed 4/28/10
180	<u>3.11.6 Training Completed Signoff</u>	Tue 4/27/10	Tue 4/27/10
181	4 CLOSURE PHASE	Tue 4/27/10	Tue 6/1/10
182	4.1 Use TeleStaff in Parallel with current staffing processes and systems	Wed 4/28/10	Fri 5/14/10
183	4.1.1 Go Parallel Prep Web Conference	Wed 4/28/10	Wed 4/28/10
184	4.1.2 Run PDSI clean-up script	Wed 4/28/10	Thu 4/29/10
185	4.1.3 Import legacy data	Thu 4/29/10	Thu 4/29/10
186	4.1.4 Import accrual data	Thu 4/29/10	Fri 4/30/10
187	4.1.5 Run systems in parallel	Fri 4/30/10	Fri 5/14/10
188	<u>4.2 Parallel Testing Signoff</u>	Fri 5/14/10	Fri 5/14/10
189	4.3 Use TeleStaff for Scheduling and Staffing	Fri 5/14/10	Mon 5/17/10
190	4.3.1 Go Live Prep Web Conference	Fri 5/14/10	Fri 5/14/10
191	4.3.2 Transition to TeleStaff	Fri 5/14/10	Mon 5/17/10
192	4.4 Run TS and payroll in parallel	Mon 5/17/10	Mon 5/31/10
193	4.4.1 Run systems in parallel	Mon 5/17/10	Mon 5/31/10
194	4.5 Go parallel with Gateway feed	Mon 5/17/10	Mon 5/31/10

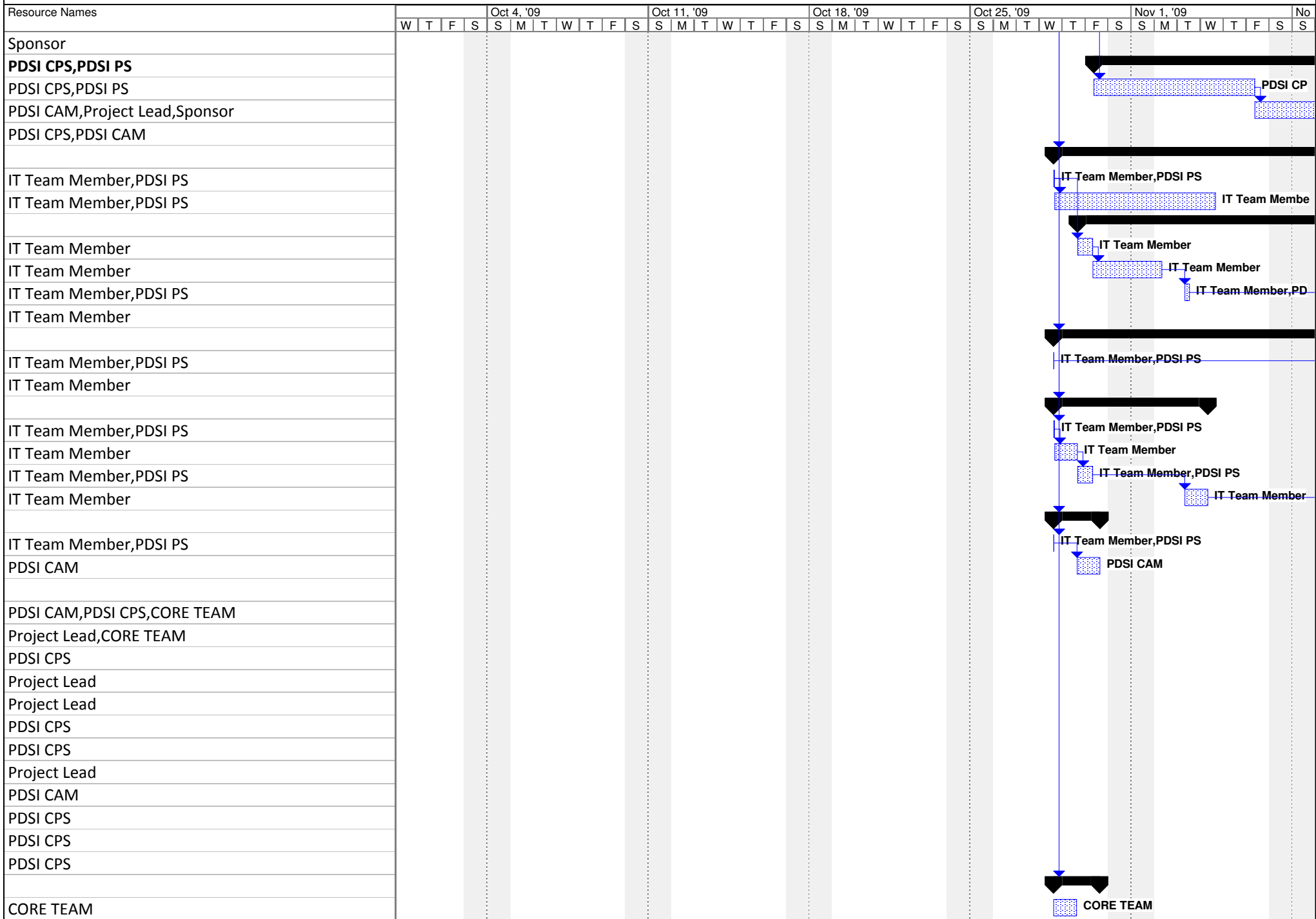
LA County Phase 1 TeleStaff Implementation Plan

ID	Task Name	Start	Finish
195	4.5.1 Run systems in parallel	Mon 5/17/10	Mon 5/31/10
196	4.6 Conduct project review	Mon 5/31/10	Tue 6/1/10
197	4.6.1 Address any remaining issues/concerns	Mon 5/31/10	Tue 6/1/10
198	<u>4.7 Final Project sign-off</u>	Tue 6/1/10	Tue 6/1/10
199	4.8 Web conference call to hand-off account to CRM	Tue 4/27/10	Tue 4/27/10

LA County Phase 1 TeleStaff Implementation Plan



LA County Phase 1 TeleStaff Implementation Plan



LA County Phase 1 TeleStaff Implementation Plan

Resource Names					Oct 4, '09								Oct 11, '09								Oct 18, '09								Oct 25, '09								Nov 1, '09								No
	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S												
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Sponsor																																													
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	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
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LA County Phase 1 TeleStaff Implementation Plan

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	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S		S								
Testing Coordinator,PDSI CAM																																														
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LA County Phase 1 TeleStaff Implementation Plan

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	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S							
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Sponsor																																								
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Exhibit B6

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

USER TRAINING

Exhibit B6

User Training

Training Experience and Philosophy

PDSI has over 14 years experience providing our public safety customers with quality and dependable training services. Over that time we have continually updated our training processes based on our experiences and feedback from our customers. Our goal is to educate and empower each customer with the knowledge and tool sets required to utilize TeleStaff to the fullest extent possible based on their unique staffing processes. As a COTS AESS system, TeleStaff will provide to the County the control and flexibility over staffing that customized programs cannot and the tested and proven training services we provide will meet the unique needs of each participating County department.

TeleStaff trainers have on average five or more years experience providing training and consulting services to our TeleStaff customers. This includes TeleStaff Configuration training, Special Request consulting training, Administrator training, End user training, IT training and Conference Educational training. PDSI trainers use their knowledge and experience to help each County department interpret and incorporate their MOUs and HR staffing policies into the TeleStaff configuration; while educating them on the intricacies of the system.

The transfer of knowledge is the philosophy of the TeleStaff training plan. Our unique training process is designed to prepare each County department's Subject Matter Experts, IT, and Schedulers. The TeleStaff configuration training sessions are designed to empower the project team with the knowledge necessary to complete and maintain the TeleStaff system. Having this knowledge enables the County to utilize the tools necessary to change the configuration of the system if new staffing rules and procedures are introduced. The result is that the County's participating departments will have the knowledge to make modifications to TeleStaff as the needs arise. Methods for delivering training include:

- Training at the County's location
- Training at PDSI Headquarters
- Teleconference training
- Audio/Visual Self-Tutorial training

PDSI's Public Safety Training Facility

Ensuring our solutions and services meet the complex needs of Public Safety is vital to our customers' success. For this reason, PDSI offers Public Safety the most comprehensive training offerings supporting them now and throughout their relationship with PDSI.

Many years ago we set the industry standard when we realized we could offer our customers distinct advantages by having initial configuration training at our facility. Today, twelve years later, PDSI offers its customers focused training at our state-of-the-art training facility located at our headquarters in the heart of Southern California in Orange County, in the City of Irvine. Public Safety organizations from over 40 states and 7 Canadian provinces have trained at our facility allowing them to focus, without daily job distractions, in a comfortable learning environment using the latest in information technology.

TeleStaff Training Plan for Los Angeles County Sheriff, Probation and Fire

PDSI is committed to providing professional and experienced training and consulting services to each participating County department. PDSI recognizes the importance of the unique scheduling practices, terminology, and needs that encompass each County department. Due to these differences, PDSI will provide training services tailored to the specific needs of the Sheriff, Probation and Fire departments. In addition PDSI, upon the County's direction and needs, will conduct specialized TeleStaff training courses for the Sheriff, Probation and Fire department's AESS Help Desk personnel. PDSI will also assist each department's schedulers in preparing a training curriculum focusing on the TeleStaff functions and features on which they wish to train their end-users on.

As directed by the County, we will offer each department onsite training. In the event that the County should require additional training locations, ours is an available and convenient facility to use.

PDSI is proposing a total of **142** training hours for each participating County department.

PDSI has provided a detailed listing of all TeleStaff training courses in [Section E.1](#) and [Section E.2](#):

Section E.1: Train the Trainer (T3) Program

Below is a detailed list of TeleStaff training courses provided to each participating County department in accordance with the TeleStaff Training Plan:

The PDSI Train the Trainer program focuses on two aspects of TeleStaff training:

- **TeleStaff Scheduler Training Courses:** These training courses are designed to train the County departments' schedulers and project team members on the scheduling and end-user features/functionality of the TeleStaff system. Some courses will require multiple sessions due to a limit on the number of attendees. PDSI will provide the training materials for each training course PDSI hosts as outlined below.
- **TeleStaff Configuration Training Courses:** These training courses are industry specific and focus on all the configurable aspects of the TeleStaff system. They will help each participating department project team interpret and develop Staffing Strategies and address the unique scheduling challenges within the Sheriff, Probation and Fire departments. PDSI will provide the training materials for each training course PDSI hosts at the County location as outlined in the below tables.

TeleStaff Scheduler Training Courses

The Scheduler training courses provided in our train-the-trainer plan are designed for all schedulers and County department project team members. **Please note:** Multiple instances of each course defined in this section will be needed to meet the training requirements for the number of schedulers defined for each of the County department's Pilot locations:

- Sheriff: 40 total schedulers
- Probation: 12 total schedulers
- Fire: 21 total schedulers

Course Title	Course Description	Course Length	Type of Attendees	Number of Attendees	Total Number of Training Hours
TeleStaff Roster Functionality	This class will demonstrate to key personnel within the organization the tools needed to navigate and use TeleStaff roster functionality.	Up to 4 hours	Schedulers, Administrative Personnel	Up to 15	4
TeleStaff Calendar Functionality	This class will demonstrate to key personnel within the organization the tools needed to navigate and use the TeleStaff calendar functionality.	Up to 4 hours	Schedulers, Administrative Personnel	Up to 15	4
TeleStaff Daily Scheduling Tasks	This class will demonstrate to key personnel within the organization the tools needed to perform day to day scheduling responsibilities.	Up to 4 hours	Schedulers, Administrative Personnel	Up to 15	4
TeleStaff Outbound Components	This class will demonstrate to key personnel within the organization the tools needed to navigate and use TeleStaff automated outbound functionality.	Up to 4 hours	Schedulers, Administrative Personnel	Up to 15	4
TeleStaff Administrator Training	This class will demonstrate to administrative personnel the tools needed to add, update and maintain members within the organization.	Up to 4 hours	Administrative Personnel	Up to 15	4
TeleStaff Reporting	This class will demonstrate TeleStaff reporting.	Up to 4 hours	Administrative Personnel	Up to 15	4

TeleStaff Configuration Training Courses

In addition to providing training services to each participating County department's schedulers, PDSI has also included in our Training Plan, Configuration Training courses that are designed specifically for the Sheriff, Probation and Fire departments' project teams.

Course Title	Course Description	Course Length	Type of Attendees	Number of Attendees	Total Number of Training Hours
Staffing Diagram Review & Data Collection	<p>The Staffing Diagram Review is conducted by the CPS in order define the current process utilized to hire personnel and if necessary to standardize the process within the department.</p> <p>The Data Collection is conducted by the CPS in order to instruct the Project Team on how to collect, organize, and format needed personnel and organizational data for the creation of the TeleStaff database. The CPS reviews the organizational structure and makes recommendations on how to best represent the information in the database.</p> <p>(1 session per County department)</p>	Up to 2 hours	Subject Matter Experts, IT, Project Lead	4	2
Database Review	Database Review is conducted by the TeleStaff Consulting Product Specialist (CPS). After the department's data is imported and organized into a unique TeleStaff database, this web-conference review is designed to review the data and ensure that the organization's data is correctly represented in the system. Database Reviews provide the CPS and the project team	Up to 4 hours	Subject Matter Experts, IT, Project Lead	4	4

	<p>the opportunity to review specific points of the TeleStaff system that are critical to the overall configuration of the system.</p> <p>(1 session per County department)</p>				
Pre-Configuration	<p>Pre-Configuration Training is a continuation of a Database Review; however during these web-conferencing sessions the CPS reviews finer points of the configuration and sets expectations of what the configuration involves. Two (2) Pre-Configuration sessions are scheduled within the project plan and are conducted shortly before the project team attends configuration training.</p> <p>(2 sessions per County department)</p>	4 hours	Subject matter experts, IT, Project Lead	4	8
Database Configuration	<p>Configuration training is the major project milestone where the CPS conducts 5 consecutive days of in-depth configuration training with the CORE project team. The goals of this course are to configure the TeleStaff system together while transferring TeleStaff configuration knowledge to the CORE team. Interpreting the business rules and procedures into the TeleStaff system takes a co-operative effort and the project team should expect to take an active role in learning and configuring the system.</p> <p>(5 sessions per County department)</p>	8 hours	Subject matter experts, IT, Project Lead	4	40
Configuration Follow	Completion of Configuration Training sessions	4 hours	Subject matter	4	16

ups	<p>are scheduled the week after the Configuration Training course. This is to ensure that knowledge is not lost and the project team can continue to complete and begin testing the system. The Project team should dedicate at least 4 days (each day 4-hours) to these training sessions with the CPS. Follow up configuration sessions will continue to be scheduled on an as needed basis to ensure the configuration is completed.</p> <p>(4 sessions per County department)</p>		experts, IT, Project Lead		
Testing & Support	<p>Testing and Support sessions are scheduled on an as needed basis to assist each County department in testing the configuration and ensuring the configuration is following the department's scheduling rules as defined by the department.</p> <p>(2 sessions per County department)</p>	4 hours	Subject matter experts, IT, Project Lead	4	8
Go Live Training	<p>The project team, along with the CPS, takes advantage of this time shortly before going live with TeleStaff to fine-tune the system and again ensure that all rules are working according to department regulations.</p> <p>(2 sessions per County department)</p>	4 hours	Subject matter experts, IT, Project Lead	4	8

Section E.2: Training Program – IT Staff

Unlike our Train-the-Training scheduling courses, our TeleStaff technical training sessions are not industry specific and are designed for all sectors within Public Safety. These sessions will help each participating department understand and implement TeleStaff's technical components.

The PDSI Technical Training Courses focus on two aspects of TeleStaff training:

- **TeleStaff Installation Training Courses:** In addition to PDSI's commitment to installing TeleStaff for each County department PDSI will provide training courses to train each County department's IT staff (total of 12) on the installation, setup and maintenance procedures to all the following TeleStaff modules: Server, WebStaff and Client modules. PDSI will provide the training materials for each training course PDSI hosts as outlined below.
- **TeleStaff Component Training Courses:** In addition to PDSI's commitment to installing TeleStaff components for each County department PDSI will provide training courses to train each County department's IT staff (total of 12) on the installation, setup, usage and maintenance procedures to all TeleStaff modules: Task Manager, Line Manager, Contact Manager, Fax Manager, Email Manager, Gateway Manager, Interfaces and Custom Reporting. PDSI will provide the training materials for each training course PDSI hosts as outlined below.

TeleStaff Installation Training Courses

The Installation training courses included IT training plan are designed for all County IT personnel.

Course Title	Course Description	Course Length	Type of Attendees	Number of Attendees	Total Number of Training Hours
Server Installation	Session will train IT personnel on the installation of the database, telephony and TeleStaff middle-tier applications. (1 session per County department)	Up to 4 hours	IT	4	4
WebStaff Installation	Depending on the County's decision on their WebStaff solution (County hosted or PDSI hosted), PDSI will train IT personnel on the installation/setup of the WebStaff application. (1 session per County department)	Up to 4 hours	IT	4	4
Client Installation	Session will train IT personnel on the installation of the TeleStaff client software. (1 session per County department)	Up to 2 hours	IT	4	4

TeleStaff Component Training Courses

Course Title	Course Description	Course Length	Type of Attendees	Number of Attendees	Total Number of Training Hours
Task Manager	Task Manager has special features which allow it to communicate with TeleStaff, Databases, ISQL™, and Windows®. These features will allow the County to automate some of the more routine operations that are involved in staffing with TeleStaff. (1 session per County department)	Up to 4 hours	IT	4	4
Line Manager/ Contact Manager/Fax Manager/Email Manager	This session will transfer the knowledge on the use of the TeleStaff automated calling functionality. (1 session per County department)	Up to 4 hours	IT	4	4
Gateway Manager	This session will transfer the knowledge on transferring data from TeleStaff to other software applications within the organization. (1 session per County department)	Up to 4 hours	IT	4	4
TeleStaff Interfacing	This class will demonstrate the interfacing requirements required for eCAPS-TIMEi. (1 session per County department)	Up to 4 hours	IT	4	4
Custom TeleStaff Reports	This class will demonstrate the Custom Reporting Tool that is utilized to develop and incorporate customized reports for TeleStaff utilizing Crystal Reports.	Up to 4 hours	IT	4	4

	(1 session per County department)				
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Exhibit C

AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

PHASE 1

PRICE AND SCHEDULE OF PAYMENTS

Attachment C.1 Performance Discrepancy Report

Attachment C.2 Performance Requirements Summary

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS RFP 321SH

Principal Decision Systems International

REQUIRED FORMS - EXHIBIT B12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Greg Ekstrom

800-850-7374

Chris McCormack

800-850-7374

John Moore

800-850-7374

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

CGI Southwest Public Sector

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Principal Decision Systems International

Name of Firm

Greg Ekstrom, President

Print Name of Signer

Title

February 4, 2009

Signature

Date

Los Angeles County
Sheriff's Department

13

AESS RFP
Exhibit B - Required Forms

Page 2 of 6

RFP 321SH



Automated Employee Scheduling System (AESS) Phase 1 Pilot Installation

Exhibit C PRICE AND SCHEDULE OF PAYMENTS

I. PHASE I - SOFTWARE LICENSE

Contractor provides herein the price for each Application Software License to be used as part of the AESS System, including the COTS application, related and compatible modules, and any other third-party software modules that Contractor intends to incorporate into the AESS System in order to meet County's Specifications and System Requirements as set forth in the Agreement. The Application Software licensed shall be subject to the terms of the Agreement, Paragraph 13.2 (License).

MODULE NUMBER	SOFTWARE / MODULE NAME AND DESCRIPTION	ONE-TIME PRICE
1	TeleStaff licenses for Phase 1 Pilot Installation as described in the Statement of Work (license includes web, telephony and Windows access)	\$323,000
2	TeleStaff Auctions Module for leave and position bidding for Phase 1 Pilot Installation as described in the Statement of Work	\$70,000
3	Gateway Manager for each Phase 1 Pilot Installation database as described in Statement of Work	\$30,000
4	Reporting Module for each Phase 1 Pilot Installation database as described in Statement of Work and thirty (30) custom reports to be defined by County	\$30,000
5	Telephony System for Phase 1 Pilot Installation as described in the Statement of Work (includes 12-port Dialogic card and accompanying dongle)	\$13,800
6	Unlimited Sybase SQL Anywhere Licenses for Phase 1 Pilot Installation as described in the Statement of Work	\$15,000
7	Applicable sales tax	\$39,749
	SOFTWARE LICENSE TOTAL	\$521,549

_____ PDSI initial

II. PHASE I - SERVICES

Contractor provides herein the one-time price for each type of service to be performed by Contractor in order to complete the Phase I Pilot Installation of the AESS System and to meet County's Specifications and System Requirements as set forth in the Agreement.

SERVICE NUMBER	SERVICE DESCRIPTION	ONE-TIME PRICE
1	Building Baseline Interfaces to meet the Interface Requirements listed in Attachment A3 to the Statement of Work	\$10,000
2	Customizations to the COTS software	Not Applicable
3	Baseline Application Configuration – Six (6) complete TeleStaff Implementations	\$71,516
4	Software Installation & Testing	\$63,880
5	Training	\$22,364
6	Consulting / Professional Services	\$16,000
7	Project Management	\$6,800
8	Production Support	\$6,400
	SERVICES TOTAL	\$196,960

III. PHASE I - PILOT INSTALLATION

PRICE COMPONENT	ONE-TIME PRICE
Software License (from Section I above)	\$521,549
Services (from Section II above)	\$196,960
TOTAL AMOUNT (PHASE I PILOT INSTALLATION)	\$718,509

_____ PDSI initial

IV. PHASE I - SCHEDULE OF PAYMENTS

TASK/SUBTASK NUMBER	TASK/SUBTASK DESCRIPTION	FIXED-PRICE AMOUNT
Subtask 1.1	Develop Project Plan and Project Control Document 6%	\$43,111
Subtask 1.3	Conduct Technology Assessment 11%	\$79,036
Subtask 2.1	Establish Testing and Training Environments 11%	\$79,036
Subtask 3.1	Review, Confirm and Finalize Requirements 11%	\$79,036
Task 4	Baseline Application Configuration 21%	\$150,887
Task 5	Training, Documentation and Technical Support 11%	\$79,035
Task 6	Acceptance Tests 11%	\$79,035
Task 7	Implementation – Transition to Production 6%	\$43,111
Task 9	Pilot System Warranty Support [from Cutover to Production through Pilot Warranty Period] 6%	\$43,111
Task 10	Phase II Full Implementation Plan (document) 6%	\$43,111
	TOTAL AMOUNT (PHASE I PILOT INSTALLATION)	\$718,509

V. PHASE I - MAINTENANCE AND SUPPORT

The pricing set forth below is further broken out by Participating Department in Exhibit D.1 (Pricing Schedule and Invoicing, Maintenance and Support).

SOFTWARE MODULE NAME / DESCRIPTION	RECURRING MAINTENANCE COSTS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TeleStaff	\$77,760	\$80,093	\$82,496	\$84,970	\$87,520
TeleStaff Auctions Module	\$15,400	\$15,862	\$16,338	\$16,828	\$17,333
TOTAL COST PER YEAR	\$93,160	\$95,955	\$98,834	\$101,798	\$104,853

_____ PDSI initial

VI. PHASE II - ONE-TIME PRICE

Contractor provides herein the one-time price to complete the buildout (Phase II Full Implementation) of the AESS System for the three Participating Departments.

PRICE COMPONENT	ONE-TIME PRICE
Software License	\$3,299,460
Services (Use line items in Section II as a guide)	\$602,400
TOTAL AMOUNT (PHASE II INSTALLATION)	\$3,901,860

VII. PHASE II - MAINTENANCE AND SUPPORT

Contractor provides the annual recurring price information for Maintenance and Support beginning with the completion of the buildout (Phase II Full Implementation) of the AESS System for all three Participating Departments.

TOTAL ANNUAL RECURRING PRICE: \$ \$666,400

VIII. CONTRACTOR'S BILLABLE RATE FOR TIME AND MATERIAL SERVICES

Contractor's rate for Time and Materials Work as defined in the Agreement beyond the agreed upon pricing above is \$1,600 per 8-hour day.

IX. COUNTY'S POOL DOLLARS

County's Pool Dollars for Phase I are applicable to Optional Work only and shall not exceed \$281,491.

_____ PDSI initial

ATTACHMENTS
TO
EXHIBIT C
TECHNICAL EXHIBITS

Automated Employee Scheduling System (AESS)

**EXHIBIT C
TECHNICAL EXHIBITS**

TABLE OF CONTENTS

<u>Attachments</u>	<u>Page</u>
C.1 PERFORMANCE DISCREPANCY REPORT	1
C.2 PERFORMANCE REQUIREMENTS SUMMARY CHART	2

ATTACHMENT C.1

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

Date

COUNTY ACTIONS:_____

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT C.2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Subtask 1.1 (PCD)	Contractor shall deliver PCD within 30 days of contract start.	Inspection & Observation
SOW: Subtask 1.2 (Monthly Status Reports)	Contractor shall provide monthly status reports throughout the Term of the Project.	Inspection & Observation
AGMT: Paragraph 5.0 (Work and System Acceptance)	Contractor shall submit a fully executed <u>Phase-Task/Deliverable Summary Review</u> form for each Deliverable identified in the SOW.	Inspection & Observation
AGMT: Paragraph 10.0 (Invoices and Payments)	Contractor shall submit a fully executed <u>Phase-Task/Deliverable Summary Review</u> form for each invoice submitted for payment.	Inspection & Observation

EXHIBIT D

MAINTENANCE AND SUPPORT

Contractor shall provide Maintenance and Support services as set forth in the Agreement, including Exhibit B (Statement of Work) and this Exhibit D. Maintenance and Support services include Maintenance Services and System Support, all as defined in Paragraph 17.1 (Maintenance and Support) of the Agreement and as more fully described below. Maintenance and Support shall commence in accordance with the provisions set forth in Paragraph 5.1.2 (Maintenance and Support) of the Agreement and continue for the Term of the Agreement, if so elected by County.

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding County observed holidays.

All System Software Deficiencies reported by County shall be resolved as set forth below and in **Paragraph 19.0 (Correction of Deficiencies)** of the Agreement. Initial response by Contractor will be based upon County's full description of the problem. Resolution response will be based upon the priority assigned by Contractor as defined below. If County determines that a System Software Deficiency exists, County shall notify Contractor through Contractor's web portal (<http://slxweb.pdsi-software.com/>), providing the exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the System Software Deficiency. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem. Please contact your County Account Manager for a unique login ID and password. Outside of Normal Business Hours, County will open a ticket through the Web Portal then notify Contractor of the problem by telephone. Telephone notification will be made to Contractor's support line at (866) 324-1598.

The main support line will be answered either by a Contractor representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by Contractor. In the case of Priority 1 Support problems, as noted below, County may be able to speak directly to a Contractor Support Representative if one is available. Outside of Normal Business Hours, Priority 1 Support, as described in this Exhibit D, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 Support is available 24 hours per day, 7 days per week. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a Contractor representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. County shall make every effort to respond to Contractor in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Contractor's resolution of any reported Deficiencies shall be in accordance with **Paragraph 19.0 (Correction of Deficiencies)** of the Agreement. Priorities are assigned as follows:

Priority 1 Support	
Hours of Availability:	24 hours/day, 7 days/week
Description:	(System is down). This level of priority is only available to County Departments that are using the System in a Production Environment (LIVE accounts ONLY). This description maps to the Severity Level 1 or 2 description (Exhibit B, Attachment A).
Initial Response:	During Normal Business Hours, immediate response if a Contractor Support Representative is available. Otherwise, Contractor will respond within one (1) hour. Outside of Normal Business Hours (including County observed holidays), Contractor shall respond within two (2) hours. All responses shall be provided through the Web Portal (email) or by callback.

Resolution Response:	Contractor shall work aggressively to provide County with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of County to alert Contractor of possible Priority 1 Support issues by calling Contractor at 866-324-1598. Contractor shall update County of progress frequently during problem resolution and notify County once the workaround has been provided or the problem has been resolved.
Priority 2 Support	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the Application Software or its installation and training. This description maps to the Severity Level 2 or 3 description (Exhibit B, Attachment A).
Initial Response:	During Normal Business Hours, Contractor will respond within four (4) hours. For Severity Level 2: Outside of Normal Business Hours (including County observed holidays), Contractor shall respond within four (4) hours. For Severity Level 3: Outside of Normal Business Hours (including County observed holidays), Contractor shall respond by the next Business day. All responses shall be provided through the Web Portal (email) or by callback.
Resolution Response:	Contractor shall provide a workaround for County when possible. Contractor shall provide a problem resolution in the form of an upgrade or modification to the Application Software in an upcoming Update.
Notification:	Contractor shall notify County when a workaround has been provided or the problem has been resolved.
Priority 3 Support	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> • Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product enhancement requests • Questions or inquiries relating to software functionality, system administration or installation This description maps to the Severity Level 3 or 4 description (Exhibit B, Attachment A).
Initial Response:	Contractor shall respond to these items if specifically requested to do so at the time of the request. If a reply is requested, Contractor shall respond within one (1) Business Day.

Resolution Response:	Contractor shall correct documentation errors in upcoming releases of the Documentation.
Notification:	If requested, Contractor will notify County when a workaround has been provided or the problem has been resolved.

Application Software Enhancements

The Application Software version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where:

- Changes in X represent a significant change in product functionality (Major Release)
- Changes in Y represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (Enhancement Release)
- Changes in Z represents a minor change to the program to accommodate a software error or cosmetic change (Update Release)

Under the Maintenance and Support services plan, County will receive Update Releases and Enhancement Releases as they become available at no additional charge. The next Major Release of the Application Software is actually anticipated to comprise a set of functions incorporated into a future release of Contractor's browser-based solution (internally named Cayenne or PSM). At a time when Cayenne/PSM contains sufficient Application Software functionality to replace the then-deployed client-server version of the Application Software (whether Phase I Pilot Installation, Phase II Full Implementation or other combination), County Departments may elect to migrate to a Department-hosted and licensed version of Cayenne/PSM for the same annual Maintenance Fees associated with the then-current Application Software deployment (Phase I Pilot Installation, Phase II Full Implementation, or combination). In the event that Cayenne/PSM, or other Major Release, contains additional functions beyond the current Application Software definition sold by Contractor as a module separate from the Application Software, and County elects to migrate to such module, County and Contractor shall mutually agree on any additional Maintenance Fees. Nothing in this section shall contradict the provisions of Paragraph 18.0 (Continuous Product Support) of the Agreement.

EXHIBIT D.1
PRICING SCHEDULE AND INVOICING
MAINTENANCE AND SUPPORT

Upon written approval of County's Project Director to proceed with Maintenance and Support services, with respect to the Maintenance Fees incurred by each participating Department (Fire, Probation, Sheriff), Contractor shall invoice the responsible Participating Department. Contractor shall invoice the responsible Participating Departments on a twelve (12) month basis for each twelve (12) month period commencing on the effective date for said Maintenance and Support services, the date of which shall be agreed to by County and Contractor not less than thirty (30) days prior to the proposed effective date.

Under no circumstance shall the aggregate cost for Maintenance and Support services exceed the total pricing found in Exhibit C to the Agreement.

FIRE

	RECURRING MAINTENANCE COSTS				
SOFTWARE MODULE NAME / DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TeleStaff	\$28,796.87	\$29,660.85	\$30,550.75	\$31,466.95	\$32,411.29
TeleStaff Auctions Module	\$5,703.08	\$5,874.18	\$6,050.45	\$6,231.91	\$6,418.93
TOTAL COST PER YEAR	\$34,499.95	\$35,535.02	\$36,601.20	\$37,698.86	\$38,830.22

Contractor shall mail an original invoice and one (1) copy via facsimile, for payment for services to the following addresses:

ORIGINAL:

Consolidated Fire Protection District of Los Angeles County
Financial Management Division – Expenditure Management
P.O. Box 910901
Commerce, California 90091-0901

FAX Copy To:

Mark Remollino, Senior Operating System Analyst
Consolidated Fire Protection District of Los Angeles County
Information Management Division
(323) 887-3704

PROBATION

	RECURRING MAINTENANCE COSTS				
SOFTWARE MODULE NAME / DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TeleStaff	\$14,722.79	\$15,164.51	\$15,619.48	\$16,087.90	\$16,570.71
TeleStaff Auctions Module	\$2,915.78	\$3,003.25	\$3,093.38	\$3,186.15	\$3,281.76
TOTAL COST PER YEAR	\$17,638.56	\$18,167.76	\$18,712.86	\$19,274.05	\$19,852.47

Contractor shall mail an original and submit one (1) copy, by mail, facsimile or electronic mail transmission, of the invoice for payment for services to the following addresses:

ORIGINAL:

Los Angeles County Probation Department
AECS - Department Project Manager

COPY:

Los Angeles County Probation Department
Fiscal Services, Accounts Payable
9150 East Imperial Hwy.
Downey, CA 90242

FAX Copy To:

Los Angeles County Probation Department
Contract Accounts Payable
(562) 940-2459

SHERIFF

	RECURRING MAINTENANCE COSTS				
SOFTWARE MODULE NAME / DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TeleStaff	\$34,240.35	\$35,267.65	\$36,325.77	\$37,415.15	\$38,538.01
TeleStaff Auctions Module	\$6,781.14	\$6,984.57	\$7,194.17	\$7,409.94	\$7,632.30
TOTAL COST PER YEAR	\$41,021.49	\$42,252.22	\$43,519.94	\$44,825.09	\$46,170.31

Contractor shall mail an original and submit one (1) copy, by mail, facsimile or electronic mail transmission, of the invoice for payment for services to the following addresses:

ORIGINAL:

Los Angeles County Sheriff's Department
County Project Director

COPY:

Los Angeles County Sheriff's Department
Fiscal Administration, Contract Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, CA 91754

Fax copy to:

Los Angeles County Sheriff's Department
Contract Accounts Payable
(323) 415-1872

EXHIBIT E

INVOICE DISCREPANCY REPORT

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager (CPM)

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director (CPD)

- ### 3. CONTRACTOR RESPONSE (to be completed by Contractor Project Director)

Date received from CPD: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

5. **Approved by COUNTY:**

Date: _____

Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS

CPM : Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

CONTRACTOR'S EEO CERTIFICATIONPRINCIPAL DECISION SYSTEMS INTERNATIONAL

Contractor Name

50 Corporate Park, Irvine, California 92606

Address

7-0258909

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Greg Ekstrom, President
Authorized Official's Printed Name and Title

[Signature]
Authorized Official's Signature

Date

9/11/09

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Principal Decision Systems International Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/11/09

PRINTED NAME:

Greg Ekstrom

POSITION:

President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 9/17/09

PRINTED NAME: _____

POSITION: _____

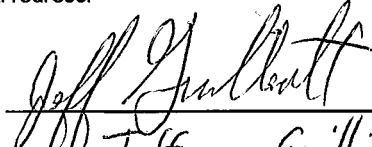
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

9, 18, 09

PRINTED NAME:

Jeffrey Guillotti

POSITION:

Product Specialist

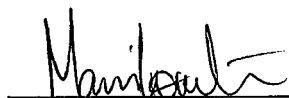
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 09/18/2009

PRINTED NAME:

MANIK WAVITA

POSITION:

PRODUCT SUPPORT SPECIALIST

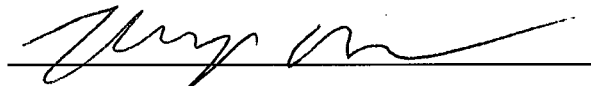
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9 / 18 / 09

PRINTED NAME:

Kelly Ross

POSITION:

Level 2 Technical Support

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9,18,09

PRINTED NAME:

Jason Poelvoorde

POSITION:

Product Specialist

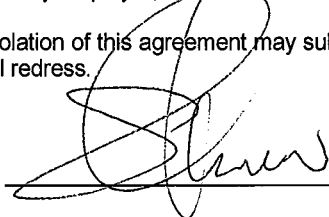
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

08 / 18 / 2009
80

PRINTED NAME:

SPENCER OKUNO

POSITION:

PRODUCT SPECIALIST

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Ellsworth GayapDATE: 9/18/09PRINTED NAME: Ellsworth GayapPOSITION: Product Support Specialist

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 09.18.09

PRINTED NAME:

DAVID NGUYEN

POSITION:

Product Specialist

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

Adrienne RussellDATE: 09/18/09

PRINTED NAME:

Adrienne Russell

POSITION:

Technical Services Manager

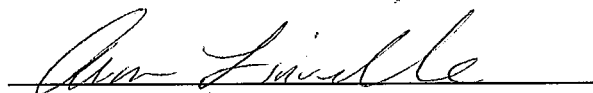
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 09/18/2009

PRINTED NAME:

Adam Linville

POSITION:

QA

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9 / 22 / 09

PRINTED NAME:

John R. Moore

POSITION:

CTO

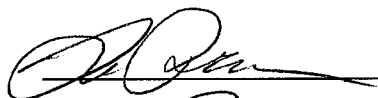
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/01/09

PRINTED NAME:

Tom Pearson

POSITION:

Manager, Internal Application

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:

Bhonsale.DATE: 09/18/09

PRINTED NAME:

KARAN BHONSALE

POSITION:

SOFTWARE ENGINEER

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:

DalaisDATE: 9 / 18 / 2009

PRINTED NAME:

Lee Dalais

POSITION:

Software Developer

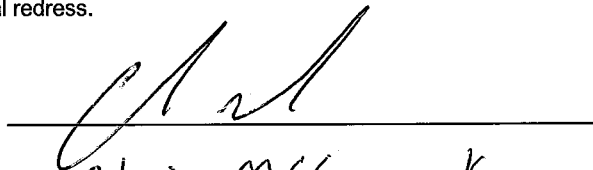
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/16/09

PRINTED NAME:

Chris McCormack

POSITION:

Software Development - Product Manager

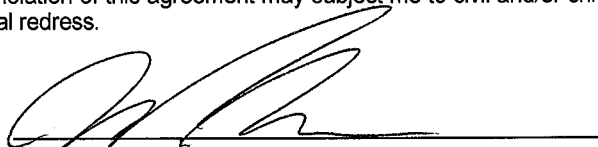
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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SIGNATURE:

DATE: 09 / 18 / 09

PRINTED NAME:

JARED MENKE

POSITION:

SOFTWARE ENGINEER


CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9, 19, 09

PRINTED NAME:

Jeffrey L Koski

POSITION:

Sr. Software Engineer

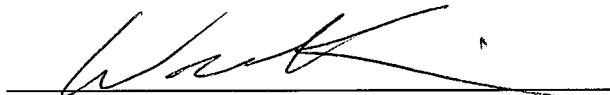
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

9, 19, 09

PRINTED NAME:

Wangsoo Kim

POSITION:

Senior Software Engineer.

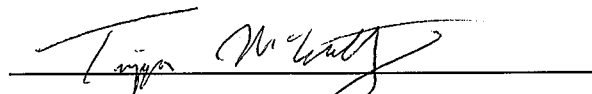
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/18/09

PRINTED NAME:

Tripper McCarthy

POSITION:

Software Engineer

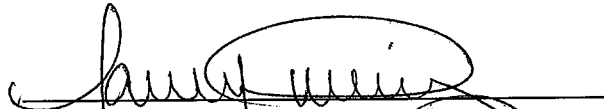
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 09/18/09

PRINTED NAME:

LAURA SPIVEY

POSITION:

Solutions Engineer I

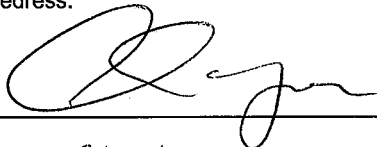
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/21/2009

PRINTED NAME:

Charles Yoon

POSITION:

Project manager

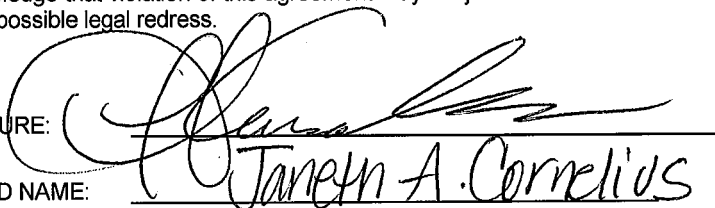
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

9, 21, 2009

PRINTED NAME:

Janeyn A. Cornelius

POSITION:

SEI

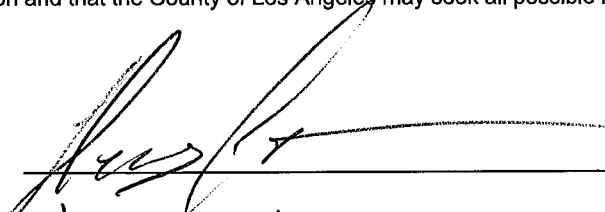
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 9/18/2009

PRINTED NAME:

Heros Cetinellan

POSITION:

Prosecut Manager

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:

M L Strittmater

DATE:

9.14.09

PRINTED NAME:

Martha L. Strittmater

POSITION:

Director of Customer Service

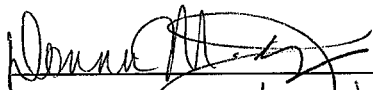
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SIGNATURE:



DATE: 9, 21, 09

PRINTED NAME:

DONNA M. JONES

POSITION:

SEII

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 09, 17, 2009

PRINTED NAME:

William J. Moore

POSITION:

Business Solutions Group Manager

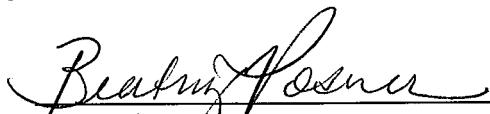
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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SIGNATURE:

DATE: 9 / 17 / 09

PRINTED NAME:

Beatriz Posner

POSITION:

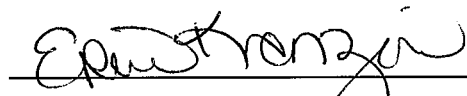
Solutions Engineer

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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SIGNATURE: 
PRINTED NAME: Erin Krenzich
POSITION: Solutions Engineer

DATE: 9/17/2009

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:

DATE: 09/17/09

PRINTED NAME:

Kirsten Gray

POSITION:

Solutions Engineer 1

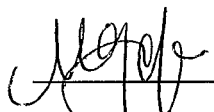
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SIGNATURE:

DATE: 09/17/09

PRINTED NAME:

Meredith Gandolf

POSITION:

Solutions Engineer I

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:

Brooke Adams

DATE:

9.17.09

PRINTED NAME:

Brooke Adams

POSITION:

Solutions Engineer I


CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:



DATE:

9.17.09

PRINTED NAME:

Samir Sundar

POSITION:

Solution Engineer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:



DATE:

9, 16, 09

PRINTED NAME:

ROBERT STENGER

POSITION:


PROJECT MANAGER

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE:  DATE: 09.17.09

PRINTED NAME: Sarah Vandenberg

POSITION: Project Manager

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

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SIGNATURE: Brooke L. Kendrick DATE: 9, 22, 09
PRINTED NAME: BROOKE L. KENDRICK
POSITION: Solution Engineer II

EXHIBIT H

CHANGE ORDER

CHANGE ORDER

Page 1 of 6

PROJECT: 321SH

Automated Employee Scheduling System

CHANGE CONTROL #

Capitalized terms used in this Change Order without definition, have the meanings given to such terms in that certain Agreement No. [] (the “Agreement”), or if not defined therein, in that certain Statement of Work attached as Exhibit B to the Agreement (the “Statement of Work”).

REQUESTOR INFORMATION

Request Date:

Return Date:

Requested by:

Organization:

Prepared by:

Change Type – Check one

Requirements

Design

Other

Change Payment Type – Check one (Note that time and materials is only acceptable as a payment option for Services as set forth in Paragraph 6.4 (T&M Consulting Services) to the Agreement.)

Fixed Price

Time and Materials

PART 1: CHANGE INFORMATION FROM REQUESTOR

1 Proposed Change Summary Description And References: Describes the change being proposed and clearly identifies whether the change is product-related, organizational, or procedural in nature. Any reference material that will assist the reviewers should be identified and attached. If the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, lists such Tasks and Deliverables.

2 Change Required Completion Date: Provides a completion schedule for the proposed change, including (a) any date by which such change must be completed and an explanation for such completion date, (b) any post-completion acceptance period, and (c) if the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, a revised Task and Deliverable completion schedule under the Statement of Work (i.e., other than the Work requested under the Change Order).

CHANGE ORDER
PROJECT: 321SH

Page 2 of 6

Automated Employee Scheduling System

CHANGE CONTROL #

- 3 Justification:** Discusses why the change is being proposed and includes (a) a cost benefit analysis of such change and (b) a discussion of how the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work. In other words, how will County and Contractor benefit from the change and why County is not entitled to the change under the Agreement and the Statement of Work. By the Contractor Project Director's signature to this Part I, Contractor certifies that the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work.
- 4 Impact Of Not Implementing The Proposed Change:** Discusses the adverse impact, if any, on County and Contractor of not implementing the proposed change.
- 5 Staff and Personnel Hours:** Sets forth the level of staff required to complete the proposed change and the number of estimated personnel hours.
- 6 Price and Schedule of Payments for Proposed Change:** Sets forth a fixed price (for fixed price Work changes) or a "not to exceed" price (for Time and Materials Changes) for completion and delivery of the proposed change, including personnel hours (calculated using the Hourly Labor Rate). If applicable to the proposed change, the Change Order should also attach a revised Exhibit C (Price and Schedule of Payments).
- 7 Pool Dollars:** Includes (a) the balance of Pool Dollars both before and after giving effect to the proposed change, and (b) the amount of Pool Dollars allocated to such Change Order. Note that the amount of Pool Dollars allocated to such Change Order shall not exceed the fixed price or "not to exceed" price set forth in item 6 above.
- 8 Alternatives:** Lists at least one alternative (more if possible) to the proposed change, and indicates why the proposed change is better. Attach any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

Signature of Requestor: _____
Contractor Project Director

CHANGE ORDER**Page 3 of 6****PROJECT: 321SH****Automated Employee Scheduling System****CHANGE CONTROL #**

For each Change Order, when Part I is complete, Contractor Project Director shall submit the Change Order to County Project Manager. At that time, a control number will be assigned so that the Change Order can be tracked to completion. All Change Orders will be reviewed on a regular basis by the County Project Director. As part of Part 2 of the change control process, the County Project Director will complete Part 2 of the template.

PART 2: INITIAL REVIEW OF CHANGE REQUEST The County Project Director and Departmental Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the County Project Director and Department Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with Paragraph 6 (Change Notices, Change Orders, and Amendments) of the Agreement.

Initial Review Date:

Assigned to:

Ok for Final Approval _____ (Bypass impact analysis)

Approve for Impact Analysis _____ Reject _____ Defer Until _____

Reason:

PART 3: IMPACT ANALYSIS (The Department Project Manager will make an initial assessment of the cost, schedule, and resources needed to implement the proposed change, based upon the information submitted by Contractor pursuant to Part I of the Change Order and upon any other information available to it. If the requested change is complex, a Cost/Schedule Impact Analysis (CSIA) should be requested. The analyst will indicate this and will estimate the cost, schedule, and resources needed to perform the CSIA. The County Project Director will once again review the requested change and either accept, reject, or defer based on the terms submitted by Contractor in Part I above, or may resubmit the Change Order to Contractor, with any revisions suggested by the assigned analyst's impact analysis.)

1 Baselines Affected:**2 Configuration Items Affected:****3 Cost / Schedule Impact Analysis Required YES NO****4 Impact on Scope:**

CHANGE ORDER

Page 4 of 6

PROJECT: 321SH

Automated Employee Scheduling System

CHANGE CONTROL #

5 Impact on Quality:

6 Impact on Cost:

7 Impact on Schedule:

8 Impact on Resources:

9 Impact of Not Implementing Change:

10 Alternatives:

11 Classification

HIGH

MEDIUM

LOW

12 Final Recommendation / Comments:

Reviewer Name:

Reviewer Role:

Final Review Date:

Reviewer Signature: _____ Date:

CHANGE ORDER

Page 5 of 6

PROJECT: 321SH

Automated Employee Scheduling System

CHANGE CONTROL #

When the analysis in Part 3 has been completed by the assigned analyst, and the cost, schedule, and resource needs are identified, the Project Manager will submit the Change Order to the persons at County and at Contractor who will be reviewing and, if applicable, approving, such Change Order in accordance with Section 6.0 (Change Notices, Change Orders, and Amendments). The appropriate processes will, with approval of the appropriate persons under Section 6.0 (Change Notices, Change Orders, and Amendments), be followed to update the Agreement.

PART 4: FINAL APPROVAL (The change request can be accepted or rejected at any phase)

County Approver Name: _____

Action: Approve: ☐ Reject: ☐

Comments:

County Counsel Representative: _____

Contractor Approver Signature: _____

Date: _____

On completion of Part 4 of the Change Order in accordance with Section 6.0 (Change Notices, Change Orders, and Amendments) of the Agreement, the following provision will apply to the Change Order:

Ratification of the Agreement. Except as expressly modified by this Change Order, the terms and provisions of the Agreement and related documentation, including Exhibit A (Additional Terms and Conditions) to the Agreement, shall continue in full force and effect and shall control the effect and interpretation of this Change Order, including Section 54.0 (Governing Law, Jurisdiction, and Venue) of Exhibit A (Additional Terms and Conditions). All references in the Agreement and related documentation to “the Agreement”, “this Agreement”, “hereunder”, “hereof” or words of like import shall mean and be the Agreement, as expressly modified by this Change Order.

EXHIBIT I

PHASE-TASK/DELIVERABLE SUMMARY REVIEW FORM

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE SUMMARY REVIEW FORM**

Page 1 of 4

PROJECT: 321SH
Automated Employee Scheduling System

PHASE: 1
DELIVERABLE #

PROJECT IDENTIFICATION¹

Contract Number and Date:

Contractor Name:

Date Submitted:

Summary Review Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

TASK/DELIVERABLE REVIEW INFORMATION (If appropriate, information for multiple Tasks/Deliverables may be included for approval on a single acceptance form.)

T/Deliverable #	T/Deliverable Date:
T/Deliverable Name:	
T/Deliverable Definition:	
T/Deliverable Summary Review Status:	

Task/Deliverable Definition: A detailed definition of each Deliverable with respect to which the Task/Deliverable Summary Review is being submitted, as such Deliverable is described in the Statement of Work and the PCD.
Summary Review Status: For each Deliverable being presented, provide a Summary Review of status, objectives met or not met, impact on Project schedule and/or other criteria for Review as set forth in the PCD.

¹ Capitalized terms used in this Phase-Task/Deliverable Summary Review have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE SUMMARY REVIEW FORM**

Page 2 of 4

PROJECT: 321SH
Automated Employee Scheduling System

PHASE: 1
DELIVERABLE #

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Summary Review, it has satisfied or is in the process of satisfying all conditions precedent in the Agreement, including the Exhibits thereto to the completion of each Phase and related Tasks and that the Summary Review provided herein satisfies the Review criteria applicable to such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of each Phase, and related Tasks and Deliverables has been completed, or is in a state of completion such as described in this Summary Review, in accordance with Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____
Contractor Project Director

Date: _____

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE SUMMARY REVIEW FORM**

Page 3 of 4

**PROJECT: 321SH
Automated Employee Scheduling System**

**PHASE: 1
DELIVERABLE #**

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE SUMMARY REVIEW FORM**

Page 4 of 4

**PROJECT: 321SH
Automated Employee Scheduling System**

**PHASE: 1
DELIVERABLE #**

COUNTY APPROVER INFORMATION

Approver Name:

Role: County Project Director

Deliverable Name:

Action

Approve:

Reject:

Approver Comments:

Approver Signature: _____ Date:
County Project Director

EXHIBIT J

AESS PILOT SYSTEM ACCEPTANCE CERTIFICATE

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AESS PILOT SYSTEM ACCEPTANCE CERTIFICATE
PROJECT: 321SH**

Page 1 of 4
PHASE: 1
DELIVERABLE: Subtask 8.2

PROJECT IDENTIFICATION¹

Contract Number and Date:

Contractor Name:

Date Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable # 8.2	Deliverable Date:
Deliverable Name: AESS Pilot System	
<u>Deliverable Definition:</u> 	
<u>Deliverable Acceptance Criteria:</u> 	

Deliverable Definition: A detailed definition of this Deliverable with respect to which this AESS Acceptance Certificate is being submitted, as such is described in the Statement of Work and the PCD.

Acceptance Criteria: For the AESS Pilot System, list the acceptance criteria which must be met in order to achieve such County's Acceptance of such Deliverable, as set forth in the PCD.

¹ Capitalized terms used in this Acceptance Certificate have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this AESS Pilot System Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the AESS Pilot System Software (the Deliverable) set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____
Contractor Project Director

Date: _____

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature: _____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature: _____ Date:

COUNTY APPROVER INFORMATION

Approver Name: _____ Role: County Project Director

Deliverable Name: _____

Action _____ Approve: _____ Reject: _____

Approver Comments: _____

Approver Signature: _____ Date: _____
County Project Director

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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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.

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.

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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 Angeles. 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 Angeles 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 brazalete 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.



Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

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)

CIO ANALYSIS

AGREEMENT WITH PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. FOR AUTOMATED EMPLOYEE SCHEDULING SYSTEM (AESS)

CIO RECOMMENDATION:

☒ APPROVE
☐ DISAPPROVE

☐ APPROVE WITH MODIFICATION

Contract Type:

☒ New Contract
☐ Sole Source Contract

☐ Contract Amendment
☐ Hardware Acquisition

☐ Contract Extension
☐ Other (MSA)

New/Revised Contract Term:

Base Term: 5 Years
(following acceptance)

of Option Yrs: 0

Contract Components:

☒ Software
☒ Professional Services

☐ Hardware

☐ Telecommunications

Project Executive Sponsor: Sheriff: Glen Dragovich, Assistant Division Director, Administrative Services Division; Fire: James Powers, Deputy Chief; and Probation: Jitahadi Imara, Deputy Director, Institutions Division

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Maximum Contract Amount	\$ 1,494,600
Aggregate Project Amount	\$ 1,494,600

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project sub vented?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. Fire, Probation.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT and security standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)?

Project/Contract Description:

The Sheriff, Fire and Probation Departments are seeking Board authorization to execute an Agreement with Principal Decision Systems International (PDSI), Inc. to acquire and implement TeleStaff employee scheduling software for the Automated Employee Scheduling System (AESS) Phase 1 pilot project. The proposed cost will not exceed \$1,494,600 for a term of six years.

Background:

In order to solve inefficient and ineffective methods of scheduling public safety staff, the Sheriff, Fire and Probation departments collaborated to plan for and acquire and pilot a common AESS. The scope of the Phase I pilot project includes two sites or divisions for each department, for a total of six sites/divisions, and will support over 2,700 employees in a wide variety of different public safety assignments. Implementation of the pilot is expected to take nine months. Evaluation of the pilot implementation is expected to take approximately six months.

Based on the results of the pilot project, the departments will determine whether to proceed to Phase 2 of the project, the full deployment of AESS to all 27,000 employees. The software and implementation services for Phase 2 are estimated to cost an additional \$4.0 million. Funding for full deployment has not been secured.

PDSI's TeleStaff employee scheduling software will be used for the AESS pilot project. It was selected via a comprehensive Request for Proposal (RFP) process.

Project Justification/Benefits:

Current employee scheduling systems for all three departments are inefficient manual or limited automated systems that fail to provide the tools to effectively address time management issues. The AESS is expected to provide these departments with the ability to support complex scheduling, deployment and time management requirements. It will provide the ability to quickly change staffing patterns for the purpose of deploying and redeploying personnel. Also, it will enable real-time reporting of information, increase the ability to control overtime, improve the accuracy of third-party billing and reduce activities for scheduling and payroll/timekeeping personnel. AESS will also interface with the County's eCAPS time collection system.

Project Metrics:

The participating departments have established a target of reducing the number of person hours for scheduling tasks by 10% at each of the six pilot locations, for a total of 60 hours saved per week. They have also established a target of reducing overtime per vacancy expenditures by 5% at each of the six pilot locations, for a total of 45 overtime hours saved per week.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this proposed agreement is not approved, the three departments will not be able to pilot the AESS to evaluate whether workforce scheduling improvements and overtime reductions can be achieved.

Alternatives Considered:

PDSI was selected from a comprehensive RFP process. PDSI's TeleStaff software product, professional services and pricing best meets the County's AESS requirements.

The TeleStaff product uses Sybase as the database management system (DBMS) software, while the County's DBMS standards are Oracle and Microsoft SQL Server. After extensive analysis, the County's project team determined that Sybase was acceptable since it is required to support TeleStaff's functionality. However, TeleStaff agreed that it will provide an Oracle version of TeleStaff by the time Phase 1 is completed. Prior to proceeding with Phase 2, the County will determine whether to implement the Oracle version or the Sybase version.

The TeleStaff software will be implemented on servers at each of the three participating departments. Vendors were asked in the RFP to identify advantages and disadvantages of using a centralized versus a decentralized (i.e., departmental server approach). Each of the finalist vendors stated that they agreed with the decentralized server approach because it would not impact application software license or maintenance costs and would provide greater flexibility for the departments for Phase 1 and Phase 2 implementation decisions and timing. The final task in the Phase 1 Scope of Work is to develop a detailed analysis of the approach for implementing Phase 2. That analysis should include a review of the server approach to determine if the decentralized approach remains the preferred approach, or if there are cost or other advantages to migrating to a centralized server approach.

Project Risks:

Typical risks for COTS software implementation projects include the following:

- Software functionality does not meet current or future business requirements;
- Software vendor does not have the resources to support the implementation or the ongoing use of the software;
- Lack of department executive/management support for the project;
- Lack of sufficient departmental resources for implementation and ongoing administration of the system;
- Lack of user support for the project; and
- Schedule and/or cost overruns.

Risk Mitigation Measures:

Each of the potential project risks have been addressed by the AESS project to date, and will continue to be managed during implementation, as follows:

- Users developed comprehensive functional and technical requirements, which were incorporated into the RFP and the vendor contract. In addition, the software was demonstrated to management and staff of the Sheriff, Fire and Probation departments.
- PDSI reference checks were very positive. PDSI has been in business for 19 years.
- The pilot phase will allow for proving AESS' ability to meet operational and technical requirements prior to proceeding to a full implementation for the participating departments.

- Executive management has committed to providing the internal personnel resources identified by PDSI needed to support the pilot system implementation and ongoing operations.
- Project team members from the three departments actively participated throughout the AESS project to date, and unanimously supported the selection of PDSI.
- Project costs and schedule have been established and reviewed prior to completing the Agreement. Weekly project meetings between the County and PDSI will take place throughout the implementation in order to manage cost, schedule and all other implementation elements. Bi-weekly project status memos will be produced by PDSI.

Financial Analysis:

The proposed agreement's maximum contract sum is \$1,494,600. The table below details the agreement costs.

Description	Amount
Software	\$ 521,549
Implementation Services	196,960
Professional Services Pool Dollars	281,491
Software Maintenance & Support	494,600
Total	\$1,494,600

Board approved CEO IT funding will be used to fund the cost of AESS Phase I pilot. Hardware costs and costs for software maintenance will be funded by each of the three departments through their operating budgets.

CIO Concerns:

The CIO's Office has identified three points of concern:

1. The AESS TeleStaff software uses Sybase DBMS, a non-County standard product. The vendor, PDSI, has informed the County project team that they will migrate to a County supported DBMS before Phase 2 is initiated. The project team has agreed to examine and determine whether to transition to the County supported DBMS before beginning Phase 2.
2. PDSI has proposed to utilize a decentralized server configuration in the Phase 1 pilot, which is contrary to the County's current direction to minimize the duplication of computing centers and expenses associated with software licenses and support. The final task in the Phase 1 Scope of Work is to develop a detailed analysis of the approach for implementing Phase 2. That analysis should include a review of the server approach to determine if the decentralized approach remains the preferred approach, or if there are cost or other advantages to migrating to a centralized server approach.
3. Funding for Phase 2 (full implementation of AESS) has not been identified. The participating Departments anticipate that Phase 2 funding will be identified at the conclusion of the pilot. However, should this funding not materialize only six sites will have access to the AESS.

The CIO will work with the Departments to address the technical concerns identified above. We recommend that the three Departments work with the Chief Executive Office work to address the Phase 2 funding requirements.

CIO Recommendations:

The Chief Information Office recommends Board approval of the proposed project.

CIO APPROVAL

Date Received: October 6, 2009

Prepared by: John Arnstein

Date: November 2, 2009

Approved: 

Date: 11/17/2009