



LEROY D. BACA, SHERIFF

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



December 2, 2003

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

Dear Supervisors:

**APPROVE AGREEMENT WITH SYSCON JUSTICE SYSTEMS, LTD.
 FOR CUSTOMIZATION AND IMPLEMENTATION OF THE
 JAIL INFORMATION MANAGEMENT SYSTEM (JIMS) PHASE 1
 (ALL DISTRICTS) (3 VOTES)**

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Proposed Sole Source Agreement (Agreement) with Syscon Justice Systems, Ltd. (Syscon) for the customization and implementation of the Jail Information Management System (JIMS) Phase One for the County of Los Angeles Sheriff's Department (Department) for an amount not to exceed \$1,438,769, to be effective upon your Board's approval and continue for nine (9) months after the System's Final Acceptance Date (as defined below), with an option to extend the Agreement for five (5) additional one-year periods, upon your Board's approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to establish a sole source Agreement with Syscon to design, develop, and install up to eight functional modules to enhance the jail management system currently being developed within the Department's Custody Operations and Correctional Services Divisions.

A Tradition of Service

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Approval of this Agreement will allow the Department to update, consolidate, expand, and improve functionality for all components of its inmate and custody management systems. Technology has advanced to make the current systems outdated and limited in their functionality.

The new JIMS is included in the Department's Custody Automation Plan (CAP) and the Fiscal Year 2002-2003 initiatives of the Department's Business Automation Plan (BAP).

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal Number 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented, by enabling the Department to accurately, efficiently and effectively track and process inmates through the jails and foster collaboration between the County and other law enforcement and justice-related agencies.

FISCAL IMPACT/FINANCING

This Agreement will have no net County cost. The cost of acquisition, implementation, and initial maintenance of the JIMS, Phase One, is an amount not to exceed \$1,438,769. The funding for this Agreement is available in the Inmate Welfare Fund and will be paid for out of the Inmate Welfare Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is with Syscon Justice Systems, Ltd. for customization, implementation, and maintenance of software modules for management of inmates in the Sheriff's custody. The term of the Agreement commences on the date the Agreement is authorized by your Board and will continue until nine months after the date the County accepts the customized modules (referred to in the Agreement as the "System Final Acceptance Date"). Thereafter, the Board may elect to renew the proposed Agreement for up to five additional one-year periods.

The custody systems, currently in use within the Department, manage a daily population of approximately 17,000 inmates. These systems were developed over the last 20 years and have become more difficult and costly to infuse with new technology. Implementation of JIMS will provide an integrated software application to efficiently and effectively manage the needs of the County's custody environment.

In 2002, through the contracting process described in the next section, the Department purchased and installed its first Syscon inmate management product. At that time, the

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Department had an immediate need to add the inmate trust accounting functionality to the core product provided by Syscon to replace the then-current inmate trust accounting system. In 2003, Syscon was hired utilizing an Internal Services Department (ISD) purchase order to improve functioning of the Department's stand-alone inmate trust accounting financial subsystem and integrate this function into Syscon's core jail management product.

During this time frame, the Department developed a three-phased implementation plan to examine the various custody stand-alone systems, determine future enhancements for these systems, and integrate their functions as modules within the core jail management software. The Agreement is for Phase One of this three-phased plan.

The Department will evaluate the need for the additional two phases with Syscon and develop additional agreements with the vendor if it is in the County's best interest to do so. The Department will return to your Board to continue with Phases Two and Three pending funding in subsequent fiscal years. However, if continuation funding is not available for the continuation to the next phase, each Project Phase can result in a stand-alone system, linking to the older system.

The Chief Information Office (CIO) has reviewed the JIMS project, its software acquisition, and is working closely with the Department in achieving its automation objectives. The CIO and the Department agree the Syscon contractual relationship is a sole source relationship based on the earlier software evaluation and acquisition and Syscon's ownership of the software code. The JIMS software is proprietary to Syscon and is only available through Syscon and not through third-party retailers. Because the software is proprietary and Syscon does not license modification of its software to third parties, customization can only be accomplished by Syscon. The CIO has approved the Agreement and recommends Board approval. On August 11, 2003, Advanced Notice of Syscon's status as a sole source was sent to your Board.

Under the requested Agreement, Syscon will not be asked to perform services that exceed the approved contract amount, materially alter the scope of work, or extend beyond the term of the Agreement unless approved by your Board. The Contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements.

County Counsel has reviewed and approved the Agreement as to form. In addition, in accordance with your Board's policy, outside counsel, along with County Counsel, assisted in the drafting and negotiation of this proposed Agreement. Syscon has signed this Agreement.

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CONTRACTING PROCESS

Syscon was selected during the competitive solicitation described below.

During Fiscal Year 2001-2002, the Department sought commercial-off-the-shelf software solutions to update the Department's inmate management system. In addition to Syscon, four other vendors responded to the solicitation. The Department and ISD conducted a detailed evaluation of the products, the vendors and associated costs. Syscon was the only vendor that offered a totally web-based product as well as meeting other technical requirements.

The other vendors all failed to meet one or more of the significant requirements of the solicitation, had higher costs/prices than Syscon, and required more customization than the Syscon product. Syscon offered the lowest cost product with the best functional and technical fit of all the jail management software vendors that responded. Syscon was selected as the highest rated vendor, resulting in ISD/Purchasing issuing a purchase order to Syscon for the inmate management software. Subsequent purchase orders were issued to obtain customization and implementation of the inmate trust accounting system, which required immediate implementation, and to develop plans and estimates for customization and implementation of other modules.

The Proposed Agreement is neither a Proposition A, nor cafeteria concession agreement. The provisions of the County's Living Wage Program (County Code chapter 2.201) are therefore not applicable. The Agreement fixes the maintenance fees in extension years and limits increases in the hourly labor rate at which Syscon may charge for professional services to the cost of living adjustments set forth by your Board.

IMPACT ON CURRENT SERVICES

Approval of this Agreement will provide the Department with an improved mechanism to more effectively use information technology to manage the inmate population. The current manual functions performed within the Department will be automated and existing automated functions performed by stand-alone systems will be enhanced and integrated into JIMS. The new system will result in a more efficient and secure jail environment.

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CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this Agreement to the Department, Contracts Administration Unit, for further processing.

Respectfully submitted,

Reviewed by:



LEROY D. BACA
SHERIFF

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

JAIL INFORMATION MANAGEMENT SYSTEM AGREEMENT

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SYSCON JUSTICE SYSTEMS LTD.

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT AGREEMENT

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- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK
- EXHIBIT C – PRICE AND SCHEDULE OF PAYMENTS
- EXHIBIT D – DESCRIPTION OF SOFTWARE
- EXHIBIT E – CHANGE ORDER
- EXHIBIT F – MAINTENANCE & SUPPORT
- EXHIBIT G – THIRD PARTY SOFTWARE
- EXHIBIT H – MINIMUM SYSTEM REQUIREMENTS
- EXHIBIT I – INVOICE DISCREPANCY REPORT
- EXHIBIT J – [INTENTIONALLY OMITTED]
- EXHIBIT K – CONTRACTOR’S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS
- EXHIBIT L – TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles (“County”) and Syscon Justice Systems Ltd., a corporation organized under the laws of British Columbia, Canada, located at 230-8211 Sea Island Way, Richmond, British Columbia V6X 2W3, Canada (“Contractor”).

WHEREAS, Contractor is a manufacturer and supplier of jail information management systems;

WHEREAS, Contractor has developed proprietary computer program modules, including the “Baseline Software” (as defined below);

WHEREAS, pursuant to the “Prior Purchase Orders” (as defined below), County, acting through the Los Angeles County Sheriff’s Department (the “Department”), acquired the Baseline Software and certain “Customizations” (as defined below) from Contractor in order to improve the Department’s management and automation of the information regarding inmates housed by the Department;

WHEREAS, County desires further to employ Contractor, among other things, to perform certain modifications and customizations to the Baseline Software necessary to achieve maximum utility for County, to create certain interfaces between the Baseline Software and certain components of the Department’s existing system components, and to implement and integrate all of the aforementioned Baseline Software and modifications, customizations, and interfaces thereto;

WHEREAS, County and Contractor desire to amend the terms and conditions of the Prior Purchase Orders to create uniform expectations and consistent applications of service from Contractor in respect of the Baseline Software and the various modifications, customizations, and interfaces that County has obtained previously, and desires to obtain pursuant to this Agreement; and

WHEREAS, Contractor possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide all customizations, modifications, and interfaces to be performed pursuant to this Agreement.

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. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through L and any schedules attached hereto or thereto 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, including the Prior Purchase Orders which have been incorporated into this Agreement pursuant to Section 3 (Consolidation of Prior Purchase Orders).

- 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, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:
- 1.2.1. Exhibit A – Additional Terms and Conditions
 - 1.2.2. Exhibit D – Description of System Software
 - 1.2.3. Exhibit B – Statement of Work
 - 1.2.4. Exhibit C – Price and Schedule of Payments
 - 1.2.5. Exhibit F – Maintenance & Support
 - 1.2.6. Exhibit G – Third Party Software
 - 1.2.7. Exhibit H – Minimum System Requirements
 - 1.2.8. Exhibit E – Change Order
 - 1.2.9. Exhibit I – Invoice Discrepancy Report
 - 1.2.10. Exhibit K - Contractor’s Employee Acknowledgement, Confidentiality & Assignment of Rights
 - 1.2.11. Exhibit L - Task/Deliverable Acceptance Certificate
- 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 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, Exhibits, and Schedules 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. Captions and 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.

2. **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.
- 2.1. “Agency Billing Module” means Contractor’s proprietary agency billing computer program module generally known as TAG Billing of Services, as further described in Exhibit D (Description of Software).
 - 2.2. “Aggregate Maintenance Fees” means the aggregate of all Initial Maintenance Payments and all Monthly Maintenance Fees under this Agreement.
 - 2.3. “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement).
 - 2.4. “Application Software” means the Baseline Software and each Module thereof and, as applicable, Third Party Software, each as modified pursuant to this Agreement, the Statement of Work, or any approved Change Order or amendment, including as modified by the Customizations and, as applicable, Custom Programming Modifications and Updates, all as further described in Exhibit D (Description of Software). The Application Software is and becomes a component of the System Software.
 - 2.5. “Baseline Software” means Contractor’s proprietary jail information management system computer programs as described more fully on Exhibit D (Description of Software) and including the following Modules: the Trust Accounting Module, the Inmate Information Module, the Classification Module, the Case Jacket Tracking Module, the Property Tracking Module, the Agency Billing Module, and the XML Interface Software Module, but, in respect of the Modules for purposes of this definition, without any Customizations or Interfaces thereto. Such Baseline Software is Licensed by County pursuant to this Agreement, and is and becomes a component of the System Software.
 - 2.6. “Board” means the Los Angeles County Board of Supervisors.
 - 2.7. “Budgeted Time and Materials Fee” has the meaning set forth in Paragraph 9.3 (Time and Materials Fee).
 - 2.8. “Business Day” means Monday through Friday, excluding County observed holidays.
 - 2.9. “Case Jacket Tracking Module” means Contractor’s proprietary case jacket tracking computer program module generally known as TAG Case Jacket Tracking, as further described in Exhibit D (Description of Software).
 - 2.10. “Change Order” has the meaning set forth in Paragraph 7.2 (Change Order).
 - 2.11. “CIO” means County’s Chief Information Officer.
 - 2.12. “Classification Module” means Contractor’s proprietary classification computer program module generally known as TAG Inmate Classification, as further described in Exhibit D (Description of Software).

- 2.13. “Compatible” or “Compatibility” has the meaning set forth in Paragraph 18 (Minimum System Requirements).
- 2.14. “Contractor Key Personnel” has the meaning set forth in Paragraph 5.3.2.
- 2.15. “Contractor Project Director” has the meaning set forth in Paragraph 5.1 (Contractor Project Director).
- 2.16. “Contractor Project Manager” has the meaning set forth in Paragraph 5.1.3 (Contractor Project Manager).
- 2.17. “Contractor Technical Staff” has the meaning set forth in Paragraph 5.3.2.
- 2.18. “Co-Pay and Pay-for-Stay Interfaces” means the customized medical co-pay and pay-for-stay Interfaces provided pursuant to Task 7 of the Statement of Work, as further described in Exhibit D (Description of Software).
- 2.19. “County” has the meaning set forth in the Recitals.
- 2.20. “County Counsel” means County’s Office of the County Counsel.
- 2.21. “County Indemnitees” has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.22. “County Project Director” has the meaning set forth in Paragraph 4.1 (County Project Director).
- 2.23. “County Project Manager” has the meaning set forth in Paragraph 4.2 (County Project Manager).
- 2.24. “County Steering Committee Chair” means the Executive Chair of County’s Jail Information Management Systems Project Steering Committee.
- 2.25. “CSCP certification” has the meaning set forth in Paragraph 31.3 of Exhibit A (Additional Terms and Conditions).
- 2.26. “CSSD” has the meaning set forth in Paragraph 30 (Contractor Certification of Principal Owner Information) of Exhibit A (Additional Terms and Conditions).
- 2.27. “Custom Programming Modifications” has the meaning set forth in Paragraph 14.2.1.
- 2.28. “Customizations” means the customizations or modifications to the Baseline Software and any Module thereof, developed by Contractor specifically for the Work required and provided as a Deliverable under the Statement of Work or provided under the Prior Purchase Orders. Such Customizations are and become a component of the System Software.

- 2.29. “Deficiency” has the meaning set forth in Paragraph 12.1 (Deficiencies).
- 2.30. “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 approved Change Order or amendment, as well as the Specifications for any System Hardware, Operating System Software, or other goods to be purchased directly by County.
- 2.31. “Department” has the meaning set forth in the Recitals.
- 2.32. “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.33. “Disabling Device” has the meaning set forth in Paragraph 12.7 of Exhibit A (Additional Terms and Conditions).
- 2.34. “Documentation” means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the System Software or that are required to be provided by Contractor under this Agreement.
- 2.35. “Downtime Credits” has the meaning set forth in Exhibit F (Maintenance & Support).
- 2.36. “Effective Date” means the date this Agreement is executed by all parties and approved by the Board.
- 2.37. “Fixed Price Out-of-Pocket Expenses Amount” means the amount of Out-of-Pocket Expenses allocated to a particular Task or Deliverable, as set forth on Exhibit C (Price and Schedule of Payments).
- 2.38. “Holdback Amount” has the meaning set forth in Paragraph 11.3.6 (Holdbacks).
- 2.39. “Hourly Labor Rate” means, for Contractor’s personnel, the fully burdened hourly rates set forth in Exhibit C (Price and Schedule of Payments), each of which such rates includes an allocated average of direct and indirect costs, overhead, administrative expenses, and any other incidental expenses attributable to each personnel hour worked.
- 2.40. “Infringement Claims” has the meaning set forth in Paragraph 14.1 of Exhibit A (Additional Terms and Conditions).
- 2.41. “Initial Maintenance Payment” means, with respect to each Module, the amount charged by Contractor for Contractor’s provision of Maintenance Services with respect to such Module for the period commencing on the first calendar day after the Module Acceptance Date for such Module, or, with respect to the Trust Accounting Module, the first calendar day after County’s approval and acceptance of such Module pursuant to the Prior

Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders), and continuing through the System Final Acceptance Date, as such amount is set forth on the attached Exhibit C (Price and Schedule of Payments).

- 2.42. “Initial Term” has the meaning set forth in Paragraph 8 (Term).
- 2.43. “Inmate Information Module” means Contractor’s proprietary access to inmate information and photo identification computer program module generally known as TAG Offender Management System Kernel, as further described in Exhibit D (Description of Software).
- 2.44. “Interfaces” means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work, or (b) requested by County to be provided by Contractor as Professional Services pursuant to Paragraph 7 (Change Orders and Amendments) and Paragraph 14.2 (Professional Services), in each case, which Interfaces are and become a component of the System Software.
- 2.45. “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 11.6 (Invoice Discrepancy Report).
- 2.46. “Jury Service Program” has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.47. “Key Deliverable” has the meaning set forth in Paragraph 11.8.1.
- 2.48. “License” has the meaning set forth in Paragraph 15.2 (License).
- 2.49. “Maintenance Services” has the meaning set forth in Paragraph 14 (Maintenance, Support and Professional Services) and the attached Exhibit F (Maintenance & Support).
- 2.50. “Maximum Contract Sum” has the meaning set forth in Paragraph 9 (Prices and Fees).
- 2.51. “Module” means an individual computer program module of the Baseline Software, Application Software, or System Software and includes the Trust Accounting Module, the Inmate Information Module, the Classification Module, the Case Jacket Tracking Module, the Property Tracking Module, the Agency Billing Module, the Co-Pay and Pay-for-Stay Interfaces, and the XML Interface Software Module.
- 2.52. “Module Acceptance” has the meaning set forth in Paragraph 6.4.2 (Module Acceptance).
- 2.53. “Module Acceptance Date” has the meaning set forth in Paragraph 6.4.2 (Module Acceptance).

- 2.54. “Module Go-Live” has the meaning set forth in Paragraph 6.4.1 (Module Go-Live).
- 2.55. “Module Go-Live Date” has the meaning set forth in Paragraph 6.4.1 (Module Go-Live).
- 2.56. “Module Warranty Period” has the meaning set forth in Paragraph 13 (System Software Warranty).
- 2.57. “Monthly Maintenance Fee” means the amount charged by Contractor monthly for Maintenance Services, as such amount is set forth on the attached Exhibit C (Price and Schedule of Payments).
- 2.58. “Natural Degeneration” has the meaning set forth in Paragraph 16.1 (Self Escrow).
- 2.59. “Notice of Delay” has the meaning set forth in Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions).
- 2.60. “Operating System Software” has the meaning set forth in Paragraph 18 (Minimum System Requirements)
- 2.61. “Option Term” has the meaning set forth in Paragraph 8 (Term).
- 2.62. “Out-of-Pocket Expenses” means Contractor’s reasonable and necessary expenditures for Contractor’s staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.
- 2.63. “POI form” has the meaning set forth in Paragraph 30 (Contractor Certification of Principal Owner Information) of Exhibit A (Additional Terms and Conditions).
- 2.64. “Pool Dollars” has the meaning set forth in Paragraph 9.3 (Pool Dollars).
- 2.65. “Prior Purchase Orders” has the meaning set forth in Section 3 (Consolidation of Prior Purchase Orders).
- 2.66. “Professional Services” has the meaning set forth in Paragraph 14.2 (Professional Services).
- 2.67. “Professional Services T&M Changes” has the meaning set forth in Paragraph 7.6 (Professional Services T&M Changes).
- 2.68. “Project Control Document” has the meaning given to the defined term “PCD” in the Statement of Work.
- 2.69. “Project Status Reports” has the meaning set forth in Paragraph 5.4 (Project Status Reports by Contractor).

- 2.70. “Property Tracking Module” means Contractor’s proprietary property tracking computer program module generally known as TAG Property, as further described in Exhibit D (Description of Software).
- 2.71. “Release Conditions” has the meaning set forth in Paragraph 16.2 (Release Conditions).
- 2.72. “Replacement Product” has the meaning set forth in Paragraph 42 (Continuous Product Support) of Exhibit A (Additional Terms and Conditions).
- 2.73. “Revised Time and Materials Fee” has the meaning set forth in Paragraph 9.3 (Time and Materials Fees).
- 2.74. “Source Code” means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of 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.
- 2.75. “Specifications” means the specifications for the System Software as set forth in this Agreement, the Statement of Work, the Documentation, and any approved Change Order or amendment, including specifications regarding Custom Programming Modifications and Interfaces and specifications regarding System Hardware and Operating System Software Compatibility.
- 2.76. “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.
- 2.77. “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 approved Change Order or amendment.
- 2.78. “System Final Acceptance” has the meaning set forth in Paragraph 6.4.4 (System Final Acceptance).
- 2.79. “System Final Acceptance Date” has the meaning set forth in Paragraph 6.4.4 (System Final Acceptance).
- 2.80. “System Go-Live” has the meaning set forth in Paragraph 6.4.3 (System Go-Live).
- 2.81. “System Go-Live Date” has the meaning set forth in Paragraph 6.4.3 (System Go-Live).
- 2.82. “System Software” means the computer programs conceived, created, or developed by Contractor in furtherance of all of Contractor’s obligations pursuant to this Agreement, which computer programs include Third Party Software, Baseline Software, Application Software, Co-Pay and Pay-for-Stay Interfaces, Customizations, Interfaces, and executable

object code, but does not include Source Code, all as further described on the attached Exhibit D (Description of Software). System Software also includes any and all Updates, Custom Programming Modifications, extensions, and components provided from time to time to any of the foregoing by Contractor.

- 2.83. “System Hardware” has the meaning set forth in Paragraph 18 (Minimum System Requirements).
- 2.84. “System Warranty Period” has the meaning set forth in Paragraph 13 (System Software Warranty).
- 2.85. “Task/Deliverable Acceptance Certificate” means the certificate 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 approved Change Order or amendment, a form of which is attached hereto as Exhibit L (Task/Deliverable Acceptance Certificate).
- 2.86. “Tasks” 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 approved Change Order or amendment.
- 2.87. “T&M Implementation Support” means the time and materials based implementation support Work performed by Contractor pursuant to Subtasks 2.13, 3.5, 4.5, 5.5, 6.6, 7.8, and 8.7 under the Statement of Work.
- 2.88. “T&M Interfaces” means the time and materials based Interfaces performed by Contractor pursuant to Tasks 7 and 8 under the Statement of Work.
- 2.89. “T&M Technical Assistance” means the time and materials based technical assistance Work performed by Contractor pursuant to Subtask 6.1 under the Statement of Work.
- 2.90. “T&M Training” means the time and materials based training provided to County by Contractor pursuant to Subtasks 2.12, 3.4, 4.4, 5.4, 6.5, 7.7, and 8.6 under the Statement of Work.
- 2.91. “Tax” and “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.
- 2.92. “Term” has the meaning set forth in Paragraph 8 (Term).
- 2.93. “Third Party Software” has the meaning set forth in Paragraph 17 (Third Party Software).

- 2.94. “Time and Materials Work” means individually and collectively, as the context may require, T&M Interfaces, T&M Technical Assistance, T&M Implementation Support, and T&M Training.
- 2.95. “Trust Accounting Module” means Contractor’s proprietary trust accounting computer program module generally known as iTAG Trust Accounting and the iTAG Financial Apps Kernel, as further described in Exhibit D (Description of Software).
- 2.96. “Trust Accounting Warranty Period” has the meaning set forth in Paragraph 13 (System Software Warranty). County and Contractor currently anticipate that the Trust Accounting Warranty Period will expire on January 31, 2004.
- 2.97. “Updates” means:
- 2.97.1. any upgrades, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Customizations and Custom Programming Modifications, to the System Software, excluding, however, upgrades, enhancements, improvements, or modifications to Third Party Software functionality that is not included in the Third Party Software functionality bundled into the System Software;
 - 2.97.2. any updates or modifications required during the Term in order for the System Software to remain in compliance with applicable federal laws and regulations; and
 - 2.97.3. 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 for the applicable Module.

Any Update delivered by Contractor to County is and shall become a component of the System Software.

- 2.98. “Work” means any and all Tasks, Subtasks, Deliverables, Time and Materials Work, Customizations, Interfaces, Custom Programming Modifications, goods, Professional Services, Professional Services T&M Changes, and other services performed by or on behalf of Contractor in order to develop and deliver to County the System Software, including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.
- 2.99. “XML Interface Software Module” means Contractor’s proprietary XML computer program module generally known as xTAG XML Interface Tool, as further described on Exhibit D (Description of Software).

3. CONSOLIDATION OF PRIOR PURCHASE ORDERS. County acquired the Baseline Software, other than the XML Interface Software Module, and certain Customizations to the

Trust Accounting Module and related services from Contractor through the following purchase orders (collectively, the “Prior Purchase Orders”): (a) Purchase Order Number 31026606, dated as of April 10, 2003, relating to Contract Number P41422, (b) Purchase Order Number 31012723, dated as of April 18, 2002, relating to Contract Number T41564, and (c) Purchase Order Number 31034027, dated as of September 3, 2003, relating to Contract Number Q40183. Without limiting Contractor’s obligation to provide Contractor’s warranty in respect of the Baseline Software and Customizations approved and accepted by County under the Prior Purchase Orders, effective as of the Effective Date, the terms and conditions of the Prior Purchase Orders are superseded in their entirety by the terms and conditions of this Agreement, including the terms of Paragraph 13 (System Software Warranty) and Paragraph 15 (Ownership; License), and the Baseline Software and such Customizations are a part of, and included in, the System Software. Contractor expressly acknowledges that no further payment is due and owing by County in respect of the Baseline Software and Customizations acquired under the Prior Purchase Orders. Such limitation on payment, however, does not apply to services that have been agreed upon by the parties under the Prior Purchase Orders, but have not yet been provided by Contractor to County or have been provided but for which Contractor has not yet received payment.

4. ADMINISTRATION OF AGREEMENT – COUNTY.

4.1 County Project Director.

4.1.1. County Project Director for this Agreement shall be the following person:

William C. Bengston, Captain
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3588

4.1.2. County will notify Contractor of any change in the name or address of County Project Director.

4.1.3. Except as set forth in Paragraph 7 (Change Notices and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.1.4. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

4.2 County Project Manager.

4.2.1. County Project Manager for this Agreement shall be the following person:

David E. Coleman, Lieutenant
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3446

- 4.2.2. County shall notify Contractor of any change in the name or address of County Project Manager.
 - 4.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
 - 4.2.4. County Project Manager shall interface with Contractor Project Manager on a regular basis.
 - 4.2.5. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 4.2.6. 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.
- 4.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 4.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 4.2 (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 4.3.
- 4.4 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.

5. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

5.1 Contractor Project Director.

- 5.1.1. Contractor Project Director shall be the following person, who shall be a full-time employee of Contractor:

Floyd Sully

- 5.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 5.1.3. From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

5.2 Contractor Project Manager.

- 5.2.1. The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

Patrick Conroy

- 5.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 5.4 (Project Status Reports by Contractor).
- 5.2.3. From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, with County.

5.3 Approval of Contractor's Staff.

- 5.3.1. County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 5.1.1 and 5.2.1. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such proposed replacement prior to the proposed replacement performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 5.3.2. Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including Alex Kwok, Randy Fediuk, and Vipul Mishra (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.
- 5.3.3. 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, especially during any period prior to the System Final Acceptance Date.

- 5.3.4. 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.
- 5.3.5. 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.

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

6. WORK; APPROVAL AND ACCEPTANCE.

- 6.1 General. Contractor acknowledges that, subject to the remainder of this Paragraph 6, all Work performed under this Agreement is payable on a fixed price basis in accordance with the terms and conditions of this Agreement, including this Paragraph 6 (Work; Approval and Acceptance), Paragraph 9 (Prices and Fees), and Paragraph 11 (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 the Statement of Work are functional Specifications and that it is Contractor's responsibility and risk to design, achieve, and timely deliver the System Software. County Project Director shall issue a notice to proceed to Contractor prior to Contractor's commencing any Time and Materials Work. Without limiting the generality of the foregoing, Time and Materials Work and, to the extent requested by County, Professional Services T&M Changes 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 6.3 (Approval: Time and Materials Work), Paragraph 7.6 (Professional Services T&M Changes), and Paragraph 11 (Invoices and Payments).
- 6.2 Approval: Fixed Price Work. Subject to Paragraph 6.3 (Approval: Time and Materials Work), 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, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit L (Task/Deliverable Acceptance Certificate) 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 and the Project Control Document, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. 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 Acceptance Certificate. 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 for such Task or Deliverable.

- 6.3 Approval: Time and Materials Work. For Time and Materials Work and Professional Services T&M Changes, which is the only Work that is permissible time and materials based Work under this Agreement, upon full completion of the particular Task or Deliverable in respect of the applicable Time and Materials Work or the Professional Services T&M Change, Contractor shall submit a Task/Deliverable Acceptance Certificate to County Project Director, together with any supporting documentation reasonably requested by County Project Director, for County Project Director's written approval. All Time and Materials Work and Professional Services T&M Changes 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 the Change Order, 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 Acceptance Certificate. 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 Acceptance Certificate. In no event shall County be liable or responsible for payment respecting Time and Materials Work or Professional Services T&M Changes prior to execution of the Task/Deliverable Acceptance Certificate for such Time and Materials Work or Professional Services T&M Change, as applicable. In respect of Professional Services T&M Changes that are to be completed after System Final Acceptance, County shall not be liable for payment of the cumulative Holdback Amount applicable to such Professional Services T&M Change prior to County's execution of the final Task/Deliverable Acceptance Certificate applicable to such Work.

6.4 Specific Approval and Acceptance.

6.4.1. Module Go-Live. Contractor shall achieve Module Go-Live with respect to the Customizations, Interfaces, implementation, integration, training, and other Work associated with each Module other than the Trust Accounting Module on or before the date set forth in the Project Control Document with respect to such Module. Contractor shall achieve “Module Go-Live” for each such Module upon successful completion of all of the following: (a) its completion and delivery of all Work associated with the Module Go-Live requirements for such Module, including installing, implementing, and testing all Customizations and Interfaces applicable to such Module; (b) successful implementation of all functions and features of all phases has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director’s countersignature on all applicable Task/Deliverable Acceptance Certificates associated with the Module Go-Live (the date of satisfaction of the foregoing with respect to each Module, including written approval thereof, shall be referred to as the “Module Go-Live Date”).

6.4.2. Module Acceptance. Contractor shall achieve Module Acceptance with respect to the Customizations, Interfaces, implementation, integration, training, and other Work associated with each Module other than the Trust Accounting Module on or before the date set forth in the Project Control Document with respect to such Module. Contractor shall achieve “Module Acceptance” for each such Module upon successful completion of all of the following: (a) its completion and delivery of all Work and testing protocols associated with the Module Acceptance requirements for such Module; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director’s countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County’s production environment with no Deficiencies more severe than Severity Level “3” Deficiencies (as defined in Exhibit F (Maintenance & Support)) for no less than thirty (30) consecutive days; and (e) County Project Director has provided Contractor with written approval, as evidenced by County Project Director’s countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor’s achievement of Module Acceptance of all Work associated with such Module (the date of satisfaction of the foregoing with respect to each Module, including written approval thereof shall be referred to as the “Module Acceptance Date”).

6.4.3. System Go-Live. Contractor shall achieve System Go-Live on or before the date specified in the Project Control Document. Contractor shall achieve “System Go-Live” upon successful completion of all the following: (a) its achievement of Module Go-Live for all the Modules; and (b) successful implementation of all

functions and features of all phases has been verified by Contractor(the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the “System Go-Live Date”).

6.4.4. System Final Acceptance. Contractor shall achieve System Final Acceptance on or before the date specified in the Project Control Document. Contractor shall achieve “System Final Acceptance” upon successful completion of all the following: (a) its completion and delivery of all Work and testing protocols associated with the System Final Acceptance; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director’s countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County’s production environment with no Deficiencies more severe than Severity Level “3” Deficiency (as defined in Exhibit F (Maintenance & Support)) for no less than two uninterrupted thirty (30) day periods; (e) at least seventy five percent (75%) of the cumulative Severity Level “3” Deficiencies identified by County Project Director between each Module Go-Live Date and System Final Acceptance have been remedied pursuant to Paragraph 12.3 (Deficiencies: Approval), which Deficiencies targeted for remedy shall be prioritized by County Project Director; and (f) County Project Director has provided Contractor with written approval, as evidenced by County Project Director’s countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor’s achievement of System Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the “System Final Acceptance Date”).

7. **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 7 (Change Orders and Amendments).

7.1 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 in the following manner:

7.1.1. For any change which does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director. 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 Statement of Work or otherwise in this Agreement provided that such extensions shall not

cause Contractor to fail to achieve any Module Acceptance, System Go-Live, or System Final Acceptance by the dates required therefor, or extend the Term of this Agreement.

- 7.1.2. Without limiting Paragraphs 7.1.1 or 7.1.4, for Time and Materials Work, approximately ten (10) days prior to the date set forth in the Project Control Document for commencement of any Time and Materials Work Task, County Project Director shall issue, or request from Contractor, a Change Order setting forth any changes in the Work requested in respect of the particular Task (*e.g.* requesting fewer days of on-site technical assistance or implementation support than was originally requested, or initially requesting two training days of the four budgeted for a particular Module), a revised completion date for such Work, and the Revised Time and Materials Fee applicable to such Work. Such Change Order shall be mutually agreed upon and executed by County Project Director and Contractor Project Director prior to the commencement of such Time and Materials Work, except, if the agreed upon Revised Time and Materials Fee will require the use of Pool Dollars then such Change Order also must be approved and executed by the County Steering Committee Chair with the written concurrence of the CIO.
- 7.1.3. Without limiting Paragraphs 7.1.2 or 7.1.4, for any (a) Professional Services, including Contractor's verification of an interface, modification, or report created by County under Paragraph 15.2.4 (to the extent permitted under Paragraph 14.2 (Professional Services)), Custom Programming Modifications and Interfaces, or (b) change related to Deliverable due dates, or (c) 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, which change would require additional Out-of-Pocket Expense reimbursements, and provided such Professional 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 Steering Committee Chair, with written concurrence of the CIO.
- 7.1.4. Subject to Paragraph 7.1.5, for any change (a) that materially affects any term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), other than an extension of the Term necessitated by a suspension pursuant to Paragraph 6.2 (Suspension) of Exhibit A, or (b) the cost for which would exceed the Pool Dollars, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.
- 7.1.5. Notwithstanding any other provision of this Paragraph 7 (Change Orders and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), the County Steering Committee Chair shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, the County Steering Committee Chair is

authorized to: (a) issue written notices of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board, and (b) prepare and sign Amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

- (i) Such notices of partial or total termination shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Department shall obtain approval of the CIO and County Counsel for any notice.
 - (C) The Department shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such amendments.
 - (C) The Department shall obtain approval of the CIO and County Counsel for any such amendment.
 - (D) The Department shall file a copy of all such amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

7.2 Change Order. Any “Change Order” proposed or executed by the parties shall be in the form attached hereto as Exhibit E (Change Order) and shall include:

- 7.2.1. 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 is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System Software;

- 7.2.2. if for fixed price changes, including for Custom Programming Modifications and Interfaces and for permissible Out-of-Pocket Expenses in excess of the Fixed Price Out-of-Pocket Expenses Amount budgeted for the particular Task in Exhibit C (Price and Schedule of Payments), a quotation of a “not to exceed” 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 and permissible Out-of-Pocket Expenses, and the balance of Pool Dollars both before and after giving effect to the Change Order;
- 7.2.3. if for Time and Materials Work, (a) a statement of the Revised Time and Materials Fee for such Work, which is the “not to exceed” price for completion and delivery of the specified Time and Materials Work, (b) the Budgeted Time and Materials Fee for such Work, (c) if the Revised Time and Materials Fee, together with any prior Change Orders executed for such Time and Materials Work, is less than the Budgeted Time and Materials Fee, then the aggregate Budgeted Time and Materials Fee that remains available to be used for completion of such Work, (d) if the aggregate Revised Time and Materials Fee for such Work exceeds the Budgeted Time and Materials Fee, the amount of Pool Dollars required to be applied toward the Revised Time and Materials Fee to pay for such Time and Materials Work, (e) if applicable, the balance of Pool Dollars both before and after giving effect to the Change Order, (f) the Task, Subtasks, and Deliverables to which such Time and Materials Work relates, (g) a proposed Task and Deliverable completion schedule, (h) Contractor staff and estimated personnel hours recommended for completion of such Work, and (i) a revised Exhibit C (Price and Schedule of Payments);
- 7.2.4. if for Professional Services T&M Changes, (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 personal hours recommended for completion of such Work, (c) the balance of Pool Dollars both before and after giving effect to the Change Order, and (d) a proposed Task and Deliverable completion schedule;
- 7.2.5. 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;
- 7.2.6. if for Custom Programming Modifications or Interfaces, functional System Software Specifications;
- 7.2.7. an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;

- 7.2.8. final delivery date for completed Work, including any post-delivery acceptance period as may be applicable; and
- 7.2.9. if applicable, a revised Task and Deliverable completion schedule under the Statement of Work for the remaining Work (*i.e.*, other than the Work requested under the Change Order).
- 7.3 Price Quotations. Contractor's quotations under the proposed Change Order, whether fixed price or time and materials under Paragraphs 7.2.2, 7.2.3, or 7.2.4, as applicable, shall be valid for sixty (60) days from the date of submission to County.
- 7.4 Fixed Price Out-of-Pocket Expenses. In no event (a) shall County be liable or responsible for Out-of-Pocket Expenses for a particular Task in excess of the budgeted Fixed Price Out-Pocket-Expenses Amount set forth for such Task on Exhibit C (Price and Schedule of Payments) as of the Effective Date prior to the execution of a Change Order in accordance with Paragraph 7.2.2 and (b) shall Contractor accrue Out-of-Pocket Expenses in excess of the permissible Out-of-Pocket Expenses set forth in such Change Order without written approval of the County Steering Committee Chair and the written concurrence of the CIO. In respect of a particular Work Task, if, upon Contractor's completion of all Work required under the Task, and County's approval and payment therefor as adjusted pursuant to any approved Change Orders entered into pursuant to Paragraph 7.2.2, the amount of the budgeted Fixed Price Out-of-Pocket Expenses Amount for such Task exceeds the actual amounts paid to Contractor for such permissible Out-of-Pocket Expenses, then the balance of funds, if any, may applied to increase the available Pool Dollars.
- 7.5 Time and Materials Work. If the parties agree to execute a Change Order in respect of Time and Materials Work pursuant to Paragraph 7.2.3, then Contractor shall provide County Project Director and County Project Manager twice monthly Project Status Reports and a final Project Status Report for such Time and Materials Work that, in addition to the relevant information required under the Statement of Work, details on a "budgeted" and "actual" basis, the amount of fees, the cost of materials purchased, and, to the extent that such Work is performed by Contractor on-site at County, the estimated permissible Out-of-Pocket Expenses accrued in respect of such Work performed under the Change Order. In no event shall Contractor accrue fees, costs, and expenses in excess of the Revised Time and Materials Fees allocated to such Change Order without written approval of the County Steering Committee Chair and the written concurrence of the CIO. In respect of a particular Time and Materials Work Task, if, upon Contractor's completion of all Work required under the Task, and County's approval and payment therefor as adjusted pursuant to any approved Change Orders entered into pursuant to Paragraph 7.2.3 the amount of the Budgeted Time and Materials Fee for such Task exceeds the Revised Time and Materials Fee, then the balance of funds, if any, may applied to increase the available Pool Dollars.

- 7.6 Professional Services T&M Changes. 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. However, time and materials Change Orders are permitted for the following Professional Services only: (a) training in the use of Custom Programming Modifications, (b) Contractor staff support during implementation or installation of Custom Programming Modifications, and (c) to the extent permitted under Paragraph 14.2 (Professional Services), Contractor verification of interfaces, modifications and reports created by County under Paragraph 15.2.4 (the Work described in clauses (a) through (c) collectively is referred to as “Professional Services T&M Changes”). If the parties agree and execute a Change Order in respect of a Professional Services T&M Change under Paragraph 7.2.4, then Contractor shall provide County Project Director and County Project Manager twice monthly Project Status Reports and a final Project Status Report for such Professional Services T&M Change that, in addition to the relevant information required under the Statement of Work, details on a “budgeted” and “actual” basis, the amount of fees, the cost of materials purchased, and, to the extent that such Work is performed by Contractor on-site at County, the estimated permissible Out-of-Pocket Expenses accrued in respect of such Work performed under the Change Order. In no event will Contractor accrue fees, costs, and expenses in excess of the Pool Dollars allocated to such Change Order without written approval of the County Steering Committee Chair and the written concurrence of the CIO. Notwithstanding anything in this Agreement to the contrary, County is entitled, immediately upon notice to Contractor, to suspend or terminate Work under a Change Order executed in respect of a Professional Services T&M Change, which suspension or termination shall be pursuant to Paragraph 6.2 (Suspension) of Exhibit A (Additional Terms and Conditions).
- 7.7 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 and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 6.1 (General) and Paragraph 11 (Invoices and Payments).
- 7.8 Audit of Change Order Work. County is entitled to audit, in accordance with Paragraph 42 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor’s compliance with Paragraph 7 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.
- 8. TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue until the date that is nine (9) months from the System Final Acceptance Date, unless terminated earlier in whole or in part, as provided in this Agreement (the “Initial Term”). The Board has the option, at the Board’s election and upon notice to Contractor no later than fifteen (15) days prior to the end of the then current period of the Term, to extend the term of this Agreement for additional one (1) year periods, which additional periods shall not, in total, exceed five (5)

additional years (each an “Option Term”). As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 8.

9. PRICES AND FEES.

- 9.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing up to and including the System Final Acceptance Date, including the aggregate Initial Maintenance Payments, and the aggregate Monthly Maintenance Fees beginning on the System Final Acceptance Date.
- 9.2 Maximum Contract Sum. The “Maximum Contract Sum” under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$1,438,769.00 and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Time and Materials Work, (e) Maintenance Services, (f) applicable Taxes, if any, and (g) permissible Out-of-Pocket Expenses. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable per diem and Hourly Labor Rates. 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 time and materials Work, 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 further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor’s risk 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.
- 9.3 Time and Materials Fees. Exhibit C (Price and Schedule of Payments) includes a schedule of the budgeted amount to be paid in respect of each Time and Materials Work Task, calculated at the per diem or Hourly Labor Rate, as applicable, for such Work (as originally set forth as of the Effective Date, the “Budgeted Time and Materials Fee”). Contractor and County acknowledge and agree that the per diem and Hourly Labor Rates

set forth on Exhibit C (Price and Schedule of Payments) are agreed upon and effective for the Term. The amount budgeted to a particular Task, Subtask, or Deliverable of any type of Time and Materials Work may be increased or decreased in accordance with Paragraph 7 (Change Orders and Amendments) (such revised fee is referred to as the “Revised Time and Materials Fee”). If the Revised Time and Materials Fee for the particular Task exceeds the Budgeted Time and Materials Fee, then Pool Dollars may be applied and allocated to pay for such excess Work, which Pool Dollars may be applied pursuant to a Change Order executed pursuant to Paragraph 7 (Change Orders and Amendments) generally, and Paragraphs 7.1.2 and 7.2.3 specifically.

- 9.4 Aggregate Maintenance Fees. Exhibit C (Price and Schedule of Payments) includes the Aggregate Maintenance Fees payable under the Agreement in respect of Maintenance Services. The Initial Maintenance Payments cover Maintenance Services for the period commencing on the first calendar day following the Module Acceptance Date for each Module (or, with respect to the Trust Account Module, commencing on the first calendar day following County’s approval and acceptance of such Module pursuant to the Prior Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders)) and continuing until the System Final Acceptance Date. Monthly Maintenance Fees cover Maintenance Services for each monthly period following the System Final Acceptance Date. In respect of Initial Maintenance Payments, the parties shall estimate, through the Project Control Document, the period of Maintenance Services intended to be covered by such payments. County and Contractor expressly acknowledge, however, that Contractor will not be required to reimburse County any portion of the Initial Maintenance Payment if the actual period of Maintenance Services is shorter in duration than as initially set forth in the Project Control Document, nor will County be obligated to make additional payments to Contractor in respect of such Maintenance Services if the actual period of Maintenance Services is longer than as initially set forth in the Project Control Document. Contractor acknowledges and agrees that Downtime Credits may be assessed by County to Contractor should Contractor fail to provide Maintenance Services in accordance with the timetables set forth in Exhibit F (Maintenance & Support).
- 9.5 Pool Dollars. Exhibit C (Price and Schedule of Payments) includes the aggregate pool dollars available for Change Orders or for the purchase by County of Professional Services in accordance with Paragraph 14.2 (Professional Services) (collectively, “Pool Dollars”). Pool Dollars also may be applied towards Revised Time and Materials Fees as described in Paragraph 9.3 (Time and Materials Fees) or towards revised Fixed Price Out-of-Pocket Expenses Amounts for permissible Out-of-Pocket Expenses. As described previously in Paragraph 7.5 (Time and Materials Work), if the amount of the Budgeted Time and Materials Fee for a Time and Materials Work Task exceeds the aggregate Revised Time and Materials Fee for such Task, then the balance of funds, if any, may be applied to increase the available Pool Dollars. In addition, as described previously in Paragraph 7.4 (Fixed Price Out-of-Pocket Expenses), if the amount of the budgeted Fixed Price Out-of-Pocket Expenses Amount set forth on Exhibit C (Price and Schedule of Payments) as of the Effective Date for such Task exceeds the amounts actually paid to

Contractor for permissible Out-of-Pocket Expenses for Work in respect of such Task, then the balance of funds, if any, may be applied to increase the available Pool Dollars. Contractor acknowledges that, as of the Effective Date, no Change Orders have been executed, no Professional Services have been requested by County, and no Revised Time and Materials Fee has been set forth for Time and Materials Work.

- 9.6 Adjustments to Hourly Labor Rates. Commencing upon the expiration of the Initial Term, the Hourly Labor Rates 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 date of the expiration of the Initial Term and any applicable Option Term, 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 Administrative Office as of the prior July 1. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, Contractor acknowledges that there shall be no corresponding adjustment to the Hourly Labor Rates.
- 9.7 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 System Software and other Work procured by County from Contractor. 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 will 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.

- 10. 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 (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.

11. INVOICES AND PAYMENTS.

- 11.1 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 Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 11.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), Exhibit F (Maintenance & Support), or any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 6 (Work; Approval and Acceptance). With regard to Maintenance Services, Contractor shall invoice County (a) with respect to the Initial Maintenance Payment for each Module, together with the invoice submitted in respect of the applicable Module Acceptance Deliverable, and (b) with respect to the Monthly Maintenance Fees for all Modules, on a monthly basis in arrears for each monthly period following the System Final Acceptance Date. For the avoidance of doubt, Contractor shall not invoice, and County shall not pay (A) with respect to each Module, the Initial Maintenance Payment until Contractor has achieved Module Acceptance for such Module (or, with respect to the Trust Account Module, County has approved and accepted such Module pursuant to the Prior Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders)), and (B) with respect to all Modules, the Monthly Maintenance Fees until Contractor has achieved System Final Acceptance. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

David E. Coleman, Lieutenant
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3446

- 11.3 Detail. Each invoice submitted by Contractor shall include:
- 11.3.1. The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in 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 Acceptance Certificate evidencing County Project Director's approval of such Work, and the amount of payment therefor, including permissible Fixed Price Out-of-Pocket Expenses Amount if the Work is performed by Contractor on-site at County.

- 11.3.2. If the invoice is for Professional Services for Custom Programming Modifications or for any other Work for which Pool Dollars and a fixed price Change Order will be utilized, a copy of the applicable Change Order, executed by the applicable representative of County (see Paragraph 7 (Change Orders and Amendments)), permissible Fixed Price Out-of-Pocket Expenses Amount if the Work is performed by Contractor on-site at County, a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and any additional supporting documentation reasonably requested by County. 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.
- 11.3.3. If the invoice is for Time and Materials Work or Professional Services T&M Changes, a copy of the applicable Change Order executed by the applicable representative of County (see Paragraph 7 (Change Orders and Amendments)), a copy of the applicable final Project Status Report, a statement of all fees accrued, allocated by Contractor staff level and calculated using the per diem or Hourly Labor Rates, Contractor's costs for materials purchased (on an item-by-item basis), permissible Out-of-Pocket Expenses if the Work is performed by Contractor on-site at County, a copy of the fully-executed Task/Deliverable Acceptance Certificate 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. If for Time and Materials Work, and if applicable, the invoice shall further include the amount of Budgeted Time and Materials Fees that remain available for completion of the particular Time and Materials Work Task, after giving effect to the current invoice. The invoice further shall include, if applicable, the cumulative amount of Pool Dollars charged to County to date for the particular Time and Materials Work or Professional Services T&M Change, 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.
- 11.3.4. If the invoice is for Maintenance Services (other than Maintenance Services associated with the Initial Maintenance Payment for any Module), a statement by Contractor that a Task/Deliverable Acceptance Certificate is not applicable for this reason.
- 11.3.5. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement or, if for a Professional Services T&M Change to be completed after System Final Acceptance, the cumulative Holdback Amount accrued under the applicable Change Order.
- 11.3.6. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with

Paragraph 11.8 (Credits to County) and Downtime Credits assessed in accordance with Exhibit F (Maintenance & Support).

- 11.4 Holdbacks. Except for invoices for the Initial Maintenance Payments and Monthly Maintenance Fees, County will hold back of fifty-four and forty-six one hundredths percent (54.46%) (which percentage has been rounded to the nearest one hundredth of a percent) of the dollar amount of each invoice, exclusive of the dollar amount attributable to Out-of-Pocket Expenses (the “Holdback Amount”), approved by County, including invoices for Change Orders. Other than for Change Orders that the parties intend will be completed after System Final Acceptance, the aggregate Holdback Amount will be due and payable to Contractor following System Final Acceptance, subject to adjustment for any amounts owed to County by Contractor, including any amounts arising from Paragraphs 11.6 (Invoice Discrepancy Report), 11.7 (County’s Right to Withhold), 11.8 (Credits to County) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder. As to Change Orders that are to be completed after System Final 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.
- 11.5 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except with regard to Maintenance Services and permissible time and materials Work, no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.
- 11.6 Invoice Discrepancy Report. County Project Director or County Project Director’s designee shall review all invoices for any discrepancies and issue an “Invoice Discrepancy Report” (or “IDR”), a form of which is attached hereto as Exhibit I (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.
- 11.7 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.
- 11.8 Credits to County.
- 11.8.1. The Department’s jail operations are among the largest of such operations in the nation, and yet County’s ability to book and track its inmate population is limited

by an antiquated, piecemeal system. Additionally, without a method of collecting payment from its inmates for services such as medical treatment and housing, each year the Department loses an unquantifiable amount of revenue. The Board adopted a Custody Automation Plan in 1998 to address, from a technological standpoint, the business needs of the Department in the aforementioned areas. Implementing the System Software in accordance with the timelines and Specifications set forth in the Statement of Work is an important step in meeting the goals of the Board's Custody Automation Plan. Accordingly, time is of the essence. County and Contractor have identified the Key Deliverables set forth in Paragraph 11.8.2, Contractor's timely completion and delivery of which will ensure County receives, and is able to implement, the System Software in a timely fashion. If Contractor fails to complete and timely deliver the Key Deliverables, it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the System Software in a timely manner, and therefore decreases County's ability to use the System Software to achieve its goals.

11.8.2. County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the following "Key Deliverables": (a) Tasks or Deliverables associated with Module Go-Live of each Module; (b) Tasks or Deliverables associated with Module Acceptance of each Module; and (c) Tasks or Deliverables associated with System Final Acceptance.

11.8.3. Such credits will be calculated according to the following rules:

- (i) Key Deliverables shall be completed by Contractor and submitted to County for its review and approval pursuant to the terms of Paragraph 6 (Work: Approval and Acceptance) on or prior to the Deliverable due date for such Key Deliverables, as specified in the Project Control Document. However, Contractor shall be entitled to a "Cure Period" (as defined below) before any credits are assessed pursuant to this Paragraph 11.8.3.
- (ii) As used in this Paragraph 11.8.3, Contractor's "Cure Period" equals twenty (20) calendar days from the Deliverable due date for the particular Key Deliverable, except that the Cure Period shall be tolled during any period (a "County Review Period") that commences on the date Contractor completes a particular Key Deliverable and submits the Key Deliverable to County for its review and approval, and continues until the date County notifies Contractor that is not accepting and approving the particular Key Deliverable (*e.g.* if Contractor completes a Key Deliverable and submits it for review on the Deliverable due date, and County waits thirty days before accepting and approving the particular Deliverable, but then does so without notice of any Deficiency, then Contractor will be deemed to have achieved delivery on the Deliverable due date for purposes of this Paragraph 11.8. Another example, if Contractor submits a Key Deliverable five days after its Deliverable due date, but County still

rejects the Deliverable, then Contractor will have fifteen days remaining in its Cure Period to remedy the Deficiency.).

- (iii) If Contractor fails to complete a Key Deliverable prior to expiration of the Cure Period for such Key Deliverable, then County is entitled to a credit of five percent (5%) of the total cost of such Key Deliverable, including the Holdback Amount, as set forth in Exhibit C (Price and Schedule of Payments).
- (iv) The credit shall be increased by one percent (1%) of such cost each calendar day the Key Deliverable is late beyond expiration of the Cure Period, excluding any days that accrue during a subsequent County Review Period.

11.8.4. Key Deliverables shall not be considered late to the extent their delay is due to circumstances above and beyond the control of Contractor, provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.

12. DEFICIENCIES.

- 12.1 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 Work; 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, as determined by County Project Director, in County Project Director’s sole discretion.
- 12.2 Corrective Measures. County Project Director shall notify Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either Contractor Project Director or Contractor Project Manager. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor’s discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the timelines set forth in Exhibit F (Maintenance & Support). Contractor acknowledges that, as part of Maintenance Services provided to County, Contractor may be required to repair, replace, or reinstall all or any part of the System Software, or other material, or create an Update, including to maintain System Hardware and Operating System Software Compatibility, in order to remedy a Deficiency.

12.3 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 6 (Work; Approval and Acceptance).

13. SYSTEM SOFTWARE WARRANTY. Contractor represents, warrants, and covenants to County that: (a) for the Trust Accounting Warranty Period and for each Module Warranty Period the particular Module, including all applicable Customizations, Interfaces, and Custom Programming Modifications, shall perform fully in accordance with the Specifications or any amendments thereto; and (b) for the System Warranty Period, the System Software taken as a whole (including all Modules and all Customizations, Interfaces, and Custom Programming Modifications) shall perform fully in accordance with the Specifications or any amendments thereto. As used in this Agreement, (i) the “Trust Accounting Warranty Period” means the period commencing on County’s approval and acceptance of the Trust Accounting Module pursuant to the Prior Purchase Order number 31034027 described in Paragraph 3 (Consolidation of Prior Purchase Orders) and continuing for ninety (90) days thereafter unless extended in accordance with the terms of the Prior Purchase Order, (ii) the “Module Warranty Period” means, with respect to each Module, other than the Trust Accounting Module, the period commencing on the Module Acceptance Date for each such Module and continuing for ninety (90) days following the System Final Acceptance Date, and (iii) the “System Warranty Period” means the period commencing on the System Final Acceptance Date and continuing for ninety (90) days thereafter.

14. MAINTENANCE, SUPPORT AND PROFESSIONAL SERVICES.

14.1 Maintenance Services. County is not required, but desires, to acquire maintenance and support services from Contractor. Accordingly, in exchange for County’s payment of the Initial Maintenance Payments and the Monthly Maintenance Fees in accordance with this Agreement, Contractor shall provide support and maintenance services (collectively, “Maintenance Services”) to County for the System Software in accordance with this Agreement and Exhibit F (Maintenance & Support). Maintenance Services shall include (a) correction of any and all Deficiencies, (b) provision of Updates, and (c) to the extent that either or both of the System Hardware or Operating System Software are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software, in each case, as more fully described in Exhibit F (Maintenance and Support). Contractor shall provide Maintenance Services applicable to each Module, and applicable to the System Software as a whole, upon County’s acceptance of each Module and Contractor’s achievement of System Final Acceptance, as the case may be. 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 9.2 (Transition Services) of Exhibit A, Contractor’s obligation to provide Maintenance Services ceases concurrently with a release of Source Code to County pursuant to Paragraph 16.2 (Release Conditions).

14.2 Professional Services.

14.2.1. Subject to Paragraph 7 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County “Professional Services,” such as customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality, and customizations or modifications not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, in each case, other than Customizations (such custom programming is collectively referred to as “Custom Programming Modifications”). Professional Services may also include (a) Interfaces not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, (b) additional Contractor staff support beyond the amount provided under the Statement of Work during implementation or installation, (c) additional or refresher training beyond what is provided in the Statement of Work or Exhibit F (Maintenance & Support), and (d) to the extent set forth in Paragraph 14.2.3 below, Contractor’s verification of an interface, modification or report created by County under Paragraph 15.2.4. Professional Services shall utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Professional Services, nor shall Contractor be required to perform any Professional Services for which there are no Pool Dollars available to pay Contractor for such Professional Services.

14.2.2. Professional Services, including Custom Programming Modifications and Interfaces, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 7 (Change Notices and Amendments). As a general matter, the parties agree that Professional Services, including Custom Programming Modifications, will be provided on a fixed price basis, except for those limited circumstances under Paragraph 7.6 (Professional Services T&M Changes) in which Professional Services may be provided on a time and materials basis.

14.2.3. Prior to the implementation of any interface, or modification under Paragraph 15.2.4, County shall use its commercially reasonable best efforts to provide Contractor with an opportunity to review and comment on any such interface or modification. Upon Contractor’s review and comment to any such interface or modification, Contractor shall verify, in writing, its approval of such interface or modification, which verification shall not be unreasonably withheld. Should Contractor determine that its verification of an interface or modification will require personnel-hours in excess of two (2) hours, Contractor shall notify County, and, at the County’s election, the parties agree to negotiate in good faith a Change Order pursuant to Paragraph 7.2.4 for Contractor’s personnel-hours in excess of two (2) hours. In no event will County be liable or responsible for

personnel-hours Contractor spends in excess of two (2) hours prior to the execution of a Change Order pursuant to Paragraph 7.2.4.

14.2.4. Upon County's request for Professional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Paragraph 7.2 (Change Order). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with Paragraph 7 (Change Notices and Amendments).

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

15. OWNERSHIP; LICENSE.

15.1 Ownership. County acknowledges that all proprietary and intellectual property rights, title and interest, including in copyright, in and to the original and copies of the System Software and the Documentation provided to County pursuant to this Agreement, other than Third Party Software (which software shall remain the property of the applicable third party, subject to County's License), or any changes or modifications to such System Software by Contractor are and shall remain the exclusive property of Contractor, and all such System Software is subject to the License granted to County pursuant to this Paragraph 15 (Ownership; License). Subject to Contractor's rights in the underlying Source Code, County shall own any and all interfaces and modifications created by County pursuant to the exercise of its rights under Paragraph 15.2.4.

15.2 License. Contractor acknowledges that, as of April 10, 2003, County acquired license rights to the Baseline Software, other than the XML Interface Software Module, and, as of September 3, 2003, County acquired license rights to the Customizations to the Trust Accounting Module, in each case, under the terms set forth in the Prior Purchase Orders, which terms are superseded by the terms of this License and this Agreement generally. Contractor grants to County, effective as of the Effective Date and except as limited by Paragraph 15.3 (Fully-Paid License to the System Software), a perpetual, nonexclusive, irrevocable license (the "License"):

15.2.1. To use, install, integrate with other software, operate, and execute the System Software (other than the Trust Accounting Module) on an unlimited number of computers, servers, local area networks and wide area networks for use by an aggregate number of concurrent users not to exceed five hundred (500) and to use, install, integrate with other software, operate, and execute the Trust Accounting Module on an unlimited number of computers, servers, local area networks and wide area networks for use by a number of concurrent users not to exceed thirty (30);

- 15.2.2. To archive and make sufficient numbers of copies of the System Software as is necessary for County to enjoy and exercise fully its rights under this Agreement and the License;
- 15.2.3. 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;
- 15.2.4. Solely 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 System 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 15.4;
- 15.2.5. To use, modify, and copy 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 Section 15.2.4, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 15.2.5 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 16 (Source Code).
- 15.2.6. To permit third party access to the System Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of Maintenance Services, Professional Services, or other support of the System Software; provided, however, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 15.2.6 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 16 (Source Code).
- 15.3 Fully-Paid License to the System Software. Contractor acknowledges that it has received full payment in respect of the number of licensed users specified in Paragraph 15.2.1 above, for the Baseline Software, other than the XML Interface Software Module, and full payment for the Customizations to the Trust Accounting Module, and County's license thereto is fully-paid and irrevocable. Upon (a) the System Final Acceptance Date, and (b) County's payment to Contractor of all approved invoiced amounts for the XML Interface Software Module, Co-Pay and Pay-for-Stay Interfaces, Customizations and Interfaces required to be provided pursuant to this Agreement, this License is and shall be a fully paid, irrevocable License to the System 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.

15.4 Delivery of Source Code. From time to time within ten (10) days of any notice by County to Contractor, Contractor shall deliver to County's Project Manager, the relevant portions of the Source Code, as reasonably determined by Contractor but subject to County review, necessary or useful to County's exercise of its License rights pursuant to Paragraph 15.2.4.

16. SOURCE CODE.

16.1 Self Escrow. Contractor shall deposit with County the Source Code for all System Software (including the Baseline Software, Application Software, Co-Pay and Pay-for-Stay Interfaces, Customizations, Interfaces, and Custom Programming Modifications), other than System Software which constitutes Third Party Software. In addition, Contractor shall also deposit with County the Source Code for any and all Updates to the System Software, other than to System Software which constitutes 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 and Contractor shall keep all Source Code for the System Software, other than Third Party Software, current and equivalent to the System Software, other than Third Party Software, then being executed by County. Except as provided in Paragraphs 15.2.4 and 16.3 (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 16.2 (Release Conditions) has occurred which would permit County to use the Source Code as provided in Paragraphs 15.2.5 and 15.2.6. 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.

16.2 Release Conditions. Upon the occurrence of any of the events identified below (collectively referred to as "Release Conditions"), County shall have the right to exercise its License rights provided in Paragraphs 15.2.5 and 15.2.6, at no cost to County:

16.2.1. The occurrence of an event that would give rise to County's ability to terminate pursuant to Paragraph 4 (Termination for Insolvency) of Exhibit A (Additional Terms and Conditions);

16.2.2. The occurrence of an event that would give rise to County's ability to terminate this Agreement as a whole, or Maintenance Services pursuant to Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions);

- 16.2.3. 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
- 16.2.4. Contractor ceases to provide, other than for nonpayment by County, Maintenance Services pursuant to Exhibit F (Maintenance & Support).

In the event of a claim to the Source Code under this Paragraph 16.2, then County shall provide Contractor with a written notice outlining the facts upon which County bases its claim that a Release Condition has occurred. If Contractor does not notify County within seven (7) days of County's notice, that Contractor disputes the basis for County's claim that a Release Condition occurs, then County is entitled utilize any or all of the Source Code in the manner set forth in Paragraphs 15.2.5 and 15.2.6 and Paragraph 16.4 (Possession and Use of Source Code). Contractor may contest County's right to use the Source Code pursuant to the Dispute Resolution Procedures, other than judicial proceedings as provided in Paragraph 2.3.5 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 Procedures and the remainder of this paragraph. 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 Steering Committee Chair continues to believe that such a basis does exist, then the County Steering Committee Chair may, in the County Steering Committee Chair'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 15.2.5 and 15.2.6 and Paragraph 16.4 (Possession and Use of Source Code).

- 16.3 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 System Software.
- 16.4 Use and Possession of Source Code. Subject to the provisions of Paragraphs 15.2.4, 15.2.5 and 15.2.6, 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. 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.

17. THIRD PARTY SOFTWARE.

17.1 Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit G (Third Party Software), is owned by third parties (the “Third Party Software”). 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.

17.2 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 Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

18. MINIMUM SYSTEM REQUIREMENTS. Attached hereto as Exhibit H (Minimum System Requirements) are matrixes that set forth the minimum requirements for hardware (“System Hardware”) and operating system software (“Operating System Software”) that are Compatible (as defined below) with the System Software, including any Custom Programming Modifications and Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the System Software. Such matrixes specify version Compatibility and provide Specifications for installation of the System Hardware and Operating System Software in order to achieve Compatibility with the System Software, along with recommended System Hardware make and model numbers. Contractor may request to inspect County’s installation of the System Hardware or Operating System Software, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 13 (System Software Warranty) or Paragraph 14 (Maintenance, Support, and Professional Services). As used in this Agreement, “Compatible” or “Compatibility” means that the applicable System Hardware and Operating System Software as set forth on Exhibit H (Minimum System Requirements) are capable of supporting, operating, and otherwise performing all anticipated functions of such System Hardware or Operating System Software, as the case may be, when used in conjunction with the

System Software, including any Customizations, Interfaces, Updates, and Custom Programming Modifications thereto.

- 19. PRODUCTION USE OF THE SYSTEM.** Following installation by Contractor and prior to System Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software, including any individual Modules, without any additional cost to County where 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 to be Contractor's achievement of any Module Go-Live, any Module Acceptance, System Go-Live or System Final Acceptance.
- 20. CONTRACTOR'S OFFICES.** Contractor's business offices are located at 230-8211 Sea Island Way, Richmond, British Columbia, Canada V6X 2W3. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.
- 21. 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. Notices 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
Data Systems Bureau
12440 E. Imperial Highway, Fourth Floor East
Norwalk, California 90650
Attention: David E. Coleman, Lieutenant
Facsimile: (323) 415-3446

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisor Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor: Syscon Justice Systems Ltd.
230-8211 Sea Island Way
Richmond, British Columbia, Canada V6X 2W3
Attention: Floyd Sully and Jerry Baker
Facsimile: (604) 606-7654

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

- 22. 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.
- 23. SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 9, 11, 13, 15, 16, 17, 19, 21, 22, and 23, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
SYSCON JUSTICE SYSTEMS, LTD.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairperson 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, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
YVONNE BRATHWAITE
BURKE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

SYSCON JUSTICE SYSTEMS LTD.
Contractor

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Gary Gross
Senior Deputy County Counsel

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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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 in this Exhibit A (Additional Terms and Conditions), this “Exhibit”) have the meanings given to such terms in the base document of the Agreement.

1. **PROHIBITION AGAINST SUBCONTRACTING.** 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.
2. **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 (Dispute Resolution Procedure) (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, that County, in its discretion, determines 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 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 Procedures. 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 and the County Steering Committee Chair. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4. If Contractor's president and the County Steering Committee Chair are unable to resolve the dispute within five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.5. 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 Procedures. 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 four (4) levels described in Paragraph 2.3 (Dispute Resolution Procedure), 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 Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, 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. CONFIDENTIALITY.

- 3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance

under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit K to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2. Disclosure of Information.

3.2.1. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.3.1. Contractor shall develop all publicity material in a professional manner.

- 3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
- 3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) (other than the requirements set forth in Paragraph 3.2.2) shall apply.
- 3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

4. 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 (Termination for Insolvency) 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 and the License including the right to continued use of all versions of the System Software, the Source Code, and the related

Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT.

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:
- 5.1.1. If Contractor fails to perform or provide any 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 County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1.1 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; or
- 5.1.2. In respect of Maintenance Services, immediately upon notice to Contractor, if on two (2) separate occasions in any single calendar month during the Term, or more than four (4) times in the aggregate during the Initial Term or more than four (4) times in the aggregate during any applicable Option Term, Contractor fails to timely correct any Severity Level 1 or 2 Deficiencies pursuant to the service level schedule set forth in the SOW and Exhibit F (Maintenance & Support).
- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (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 (Termination for Convenience; Suspension) 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 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying 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 (including salary, employee benefits and reimbursement policies) rates for labor. 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 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of Maintenance Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide Maintenance Services in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION.

- 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 whatever 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 become effective. Subject to County's rights under a stop-work issued pursuant to Paragraph 7.5 (Professional Services T&M Changes) of the Agreement, the date upon which such termination becomes effective shall be no less than thirty (30) days after notice. Contractor acknowledges that County is still in the process of evaluating the need for the Work to be provided by Contractor under this Agreement with respect to the Modules, and, without limiting County's ability to otherwise exercise the rights reserved by it pursuant to this Section 6.1 (Termination for Convenience), County may elect to terminate such Work for County's convenience with respect to one or more Modules if County concludes that it does not desire to obtain the Work with respect to one or more such Modules at the time of termination.
- 6.2. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.
- 6.2.1. Contractor shall immediately discontinue all services unless otherwise indicated by County Steering Committee Chair.
- 6.2.2. Upon request of County Steering Committee Chair, Contractor shall surrender and deliver to County Steering Committee Chair within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the System Software, whether complete or in process, as may have been accumulated by Contractor.
- 6.2.3. Unless otherwise specified by County, County's License rights shall continue for the duration of any period of suspension.
- 6.2.4. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for

services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

6.2.5. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.

6.2.6. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

6.3. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination or suspension. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.3 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION.

7.1. County may, upon 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 County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.

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

8. TERMINATION FOR GRATUITIES. County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of

County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

9. EFFECT OF TERMINATION.

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration), in each case, of this Exhibit, then:
- 9.1.1. 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 System Software and all other completed Work and Work that is in process, in a media reasonably requested by County, and (c) complete performance of such part of the Work as shall not have been terminated by such notice;
 - 9.1.2. the License and associated rights thereunder granted to County pursuant to Paragraph 15.2 (License) of the base document shall continue in perpetuity, including County's right to exercise the rights granted to it pursuant to Paragraphs 15.2.5 and 15.2.6 of the base document;
 - 9.1.3. unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) 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 incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
 - 9.1.4. 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; and
 - 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. 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, Contractor shall fully cooperate with County in the transition by County to new System Software, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the System Software during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit 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 Hourly Labor Rates specified in Exhibit C (Price and Schedule of Payments) to the Agreement for Professional Services, in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. 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. AUTHORIZATION WARRANTY.** Contractor hereby represents and warrants 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. FURTHER WARRANTIES.** 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 System Software without interruption of system use; (d) the Agreement and the System 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 System Software, and any part thereof, in accordance with the Agreement; and (f) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the System Software in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of 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 System Software acquired from Contractor, as applicable, until the System Final Acceptance Date.
 - 12.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW.
 - 12.4. All Work shall be performed in a timely and professional manner by qualified personnel.
 - 12.5. All Documentation developed under the Agreement shall be uniform in appearance.
 - 12.6. The System Software and each Module thereof shall be fully Compatible with and shall fully integrate, perform, and function with the System Hardware and the Operating System Software, in each case, that conforms to the specifications set forth on Exhibit H (Minimum 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 System Software set forth on Exhibit H (Minimum System Requirements) 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 any Module comprising the Baseline Software or the Applications Software) 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 referred to as 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 any Module comprising the Baseline Software or the Applications Software) 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 any Module comprising the Baseline Software or the Applications Software), 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 any Module comprising the Baseline Software or the Applications Software) provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently

delivered component of the System Software (including any Module comprising the Baseline Software or the Applications Software) 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.

Except as expressly set forth in this Agreement, Contractor makes no express or implied warranty of any nature whatsoever, including the implied warranty of merchantability or fitness for a particular purpose.

13. INDEMNIFICATION AND INSURANCE.

- 13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the “County Indemnitees”) 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) in any way arising from, connected with, or related to Contractor’s, Contractor’s agents’, employees’, officers’, directors’, or shareholders’ acts, errors or omissions. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County’s prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor’s ability to pay and which shall be paid by Contractor.
- 13.2. Insurance. Without limiting Contractor’s obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13 (Indemnification and Insurance). Such insurance shall be provided by insurers satisfactory to County’s Risk Manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Certificates or other evidence of coverage satisfactory to County’s Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Joseph A. Cruz, Manager
Sheriff’s Department Contracts Administration
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall:

- 13.2.1. specifically identify the Agreement;
 - 13.2.2. clearly evidence all coverages required in the Agreement;
 - 13.2.3. contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
 - 13.2.4. include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
 - 13.2.5. identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.
- 13.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 13.4. Liability Insurance. At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:
- 13.4.1. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) endorsed specifically for products/completed operations, personal injury, and advertising injury, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence, which may be covered through direct pay or an excess coverage umbrella. If written with an annual aggregate limit, the above insurance policy limit shall be five million dollars (\$5,000,000). If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
 - 13.4.2. Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of Contractor, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence.

Such insurance shall also cover actual or alleged infringement of any patent, copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

- 13.4.3. Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for non-owned, and hired vehicles, or coverage for “any auto” with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement. Contractor represents that it does not, as of the Effective Date, own any vehicles and, accordingly, has no insurance in respect of such vehicles. Contractor further warrants that if it purchases a vehicle during the Term, then it will obtain insurance in respect of such vehicle in compliance with this Paragraph 13.4.3.
- 13.5. Workers’ Compensation. Workers’ compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer’s liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.
- 13.6. Notification of Incidents, Claims or Suits. Contractor shall report to County:
- 13.6.1. any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within forty-eight (48) hours of occurrence.
- 13.6.2. any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within forty-eight (48) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- 13.6.3. any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the County contract manager. Such report shall be made in writing within forty-eight (48) hours of occurrence.
- 13.6.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of

the Agreement. Such report shall be made in writing within forty-eight (48) hours of occurrence.

- 13.7. Failure to Procure and Maintain Insurance. Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Paragraph 5.3 (Completion of Work) of this Exhibit.

14. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.

- 14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including 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 System Software or the operation and utilization of the Work under the Agreement (collectively referred to as “Infringement Claims”). Contractor shall have no obligation to County under this Paragraph 14 (Patent, Copyright and Trade Secret Indemnification) to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by County of the System Software other than in accordance with the Agreement, the Specifications or other applicable Documentation.
- 14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the System Software, or any part of it, is the subject of any Infringement Claim that might preclude or impair County’s use of the System Software or any component of the System Software (including any Module comprising the Baseline Software or the Applications Software) (e.g., injunctive relief), or that County’s continued use of the System 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 System Software, to the same extent of the License, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the System 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 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 System Software. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

- 15. 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 7 (Change Orders and Amendments) of the base document. 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 14.2 (Notice of Delay), 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 14.2 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.
- 16. 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, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.
- 17. FORCE MAJEURE.** 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), 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. 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.

- 18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.
- 18.1. 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 agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements Contractor may have with County.
- 18.2. County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated any term of an agreement, including the Agreement, with County; (b) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, 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.
- 18.3. If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing that it intends to seek debarment, and of the evidence which is the basis for the proposed debarment. The debarment proceedings shall proceed in accordance with Chapter 2.202 of the Los Angeles County Code.
- 18.4. Contractor is hereby notified that any and all subcontractors of Contractor may also be subject to debarment.
- 19. COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.
- 20. 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.
- 21. 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.

- 21.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.
- 21.2. 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.
- 21.3. 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.
- 21.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:
 - 21.4.1. Title VII, Civil Rights act of 1964;
 - 21.4.2. Section 504, Rehabilitation Act of 1973;
 - 21.4.3. Age Discrimination Act of 1975;
 - 21.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 21.4.5. 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.

- 21.5. 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 21 (Nondiscrimination, Affirmative Action, and Assurances) 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 21 (Nondiscrimination, Affirmative Action, and Assurances) 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 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 21.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

- 21.6. 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.

22. 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.

22.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (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. HIRING OF EMPLOYEES.** 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. 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 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (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 System Software, as applicable.

24. 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 identification of all persons implicated and a complete description of all relevant circumstances.

25. RESOLICITATION 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. 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 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. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT. Should Contractor require additional or replacement personnel after the Effective Date, 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, "GAIN") or general relief opportunity for work (in this Paragraph, "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 participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

- 28. 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 28 (Nondiscrimination in Services), 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.
- 29. 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.
- 30. 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.
- 31. CONTRACTOR CERTIFICATION OF PRINCIPAL OWNER INFORMATION.** Within thirty (30) days of any renewal or term extension amendment to the Agreement of at least one year, Contractor shall submit to County's Child Support Services Department (the "CSSD") a completed Principal Owner Information form (the "POI form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the Los Angeles County Code, that:

- 31.1. The POI form has been appropriately completed and provided to the CSSD with respect to Contractor's principal owners;
- 31.2. Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- 31.3. Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

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

- 32.1. 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.
- 32.2. 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 1088.55, 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).
- 32.3. Such certification shall be submitted on the Child Support Compliance Program Certification ("CSCP certification"), also incorporated herein by reference. Failure of Contractor to submit the CSCP certification (which includes certification that the POI form has been submitted to the County's CSSD) to the CSSD shall represent a material breach of the Agreement upon which County may immediately suspend or terminate the Agreement.
- 32.4. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 32 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

33. 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.

34. COMPLIANCE WITH JURY SERVICE PROGRAM.

- 34.1. 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.
- 34.2. Written Employee Jury Service Policy.
- 34.2.1. 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.
- 34.2.2. For purposes of this Paragraph 34 (Compliance with Jury Service Program), “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 contract, the subcontractor shall also be subject to the provisions of this Paragraph 34 (Compliance with Jury Service Program). The provisions of this Paragraph 34 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 34.2.3. If Contractor is not required to comply with the Jury Service Program when the Contract 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.

34.2.4. Contractor’s violation of this Paragraph 34 (Compliance with Jury Service Program) of the 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.

35. 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 Contractor’s to voluntarily post County’s “L A’s Most Wanted: Delinquent Parents” poster in a prominent position at Contractor’s place of business. CSSD will supply Contractor with the poster to be used.

36. ACCESS TO COUNTY FACILITIES. Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor’s prior notification to County Project Director, for the purpose of executing Contractor’s obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor’s personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

37. 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 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.

38. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.

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

38.2. 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.

- 39. PHYSICAL ALTERATIONS.** Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Steering Committee Chair, and County's Director of Internal Services Department, in their discretion.
- 40. FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall 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.
- 41. ASSIGNMENT BY CONTRACTOR.**
- 41.1. 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 41.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, including the Board.
- 41.2. 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 41.1 of this Exhibit.
- 42. 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 Services in respect of the System Software under Paragraph 12.9 (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 System 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 42. 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:

- 42.1. Any prepaid Maintenance Services for the 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 and support fee for the same term, the credit balance shall be applied to future maintenance and support fees or returned to County, at County's option;
- 42.2. Any and all modules of the Replacement Product or otherwise offered separately, and needed to match the original System Software's level of functionality, 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 and support fees;
- 42.3. 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;
- 42.4. All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- 42.5. The definition of System Software shall then include the Replacement Product.

43. INDEPENDENT CONTRACTOR STATUS.

- 43.1. 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.
- 43.2. 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.
- 43.3. 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.
- 43.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit K) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

44. RECORDS AND AUDITS.

- 44.1. 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; 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. 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 44 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement 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, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term 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 (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) 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.
- 44.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and 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.
- 44.3. 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 County Project Director and 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 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.

- 45. 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. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to Joseph A. Cruz, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.
- 46. NEW TECHNOLOGY.** Without limiting Contractor's obligation to provide County Updates in consideration of the Initial Maintenance Payments and Monthly Maintenance Fees, Contractor and County acknowledge the probability that the technology of the System Software (or any portion thereof) provided under the Agreement will change and improve during the Term. County desires the flexibility to incorporate into the System Software any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System Software (or any portion thereof). Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System Software (or any portion thereof). County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the System Software (or any portion thereof) pursuant to the provisions of Paragraph 7 (Change Notices and Amendments) of the base document.

47. **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 47 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.
48. **MOST FAVORED PUBLIC ENTITY.** If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery 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.
49. **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.
50. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give 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 life of this Contract. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.
51. **CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).** 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. Upon occurrence of this event, Contractor shall send written notification to (a) William C. Bengston, Captain, Data Systems Bureau, 12440 E. Imperial Highway, Fourth Floor East, Norwalk, California 90650, Facsimile: (323) 415-3588, and (b) David E. Coleman, Lieutenant, Data Systems Bureau, 12440 E. Imperial Highway, Fourth Floor East, Norwalk, California 90650, Facsimile: (323) 415-3446.
52. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. 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.

- 53. SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the state of California to notify and provide to its employees residing in or working in the state of California, information 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 available on the Internet at www.babysafela.org for printing purposes.
- 54. 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.
- 55. 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 Agreements 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.
- 56. 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.
- 57. 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.
- 58. 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.

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

- Deliverable 3.4 Trained COUNTY Users in Classification Application Software Module
 - Deliverable 3.5 Module Go-Live for Classification Application Software Module
 - Deliverable 3.6 Module Acceptance for Classification Application Software Module
- TASK 4. CASE JACKET TRACKING APPLICATION SOFTWARE MODULE**
- Subtask 4.1 Design the Case Jacket Tracking Application Software Module
 - Subtask 4.2 Construct and Test Case Jacket Tracking Application Software Module
 - Subtask 4.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Jacket Tracking Application Software Module
 - Subtask 4.4 Train COUNTY Users in Case Jacket Tracking Application Software Module
 - Subtask 4.5 Provide T&M Implementation Support for Case Jacket Tracking Application Software Module
 - Subtask 4.6 Maintain Production Use of Case Jacket Tracking Application Software Module for 30 Days with No Severity 1 or 2 Problems
 - Deliverable 4.1 Design Specifications and Prototype for the Case Jacket Tracking Application Software Module
 - Deliverable 4.2 Constructed and Tested Case Jacket Tracking Application Software Module
 - Deliverable 4.3 Successful User Acceptance Testing of Case Jacket Tracking Application Software Module
 - Deliverable 4.4 Trained COUNTY Users in Case Jacket Tracking Application Software Module
 - Deliverable 4.5 Module Go-Live for Case Jacket Tracking Application Software Module
 - Deliverable 4.6 Module Acceptance for Case Jacket Tracking Application Software Module
- TASK 5. PROPERTY TRACKING APPLICATION SOFTWARE MODULE**
- Subtask 5.1 Design the Property Tracking Application Software Module
 - Subtask 5.2 Construct and Test Property Tracking Application Software Module
 - Subtask 5.3 Provide Support to COUNTY in Conduct of User Acceptance Testing of Property Tracking Application Software Module
 - Subtask 5.4 Train COUNTY Users in Property Tracking Application Software Module

Subtask 5.5	Provide T&M Implementation Support for Property Tracking Application Software Module
Subtask 5.6	Maintain Production Use of Property Tracking Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 5.1	Design Specifications and Prototype for the Property Tracking Application Software Module
Deliverable 5.2	Constructed and Tested Property Tracking Application Software Module
Deliverable 5.3	Successful User Acceptance Testing of Property Tracking Application Software Module
Deliverable 5.4	Trained COUNTY Users in Property Tracking Application Software Module
Deliverable 5.5	Module Go-Live for Property Tracking Application Software Module
Deliverable 5.6	Module Acceptance for Property Tracking Application Software Module
TASK 6. AGENCY BILLING APPLICATION SOFTWARE MODULE	
Subtask 6.1	Provide T&M Technical Assistance for Agency Billing Application Software Module
Subtask 6.2	Design the Agency Billing Application Software Module
Subtask 6.3	Construct and Test Agency Billing Application Software Module
Subtask 6.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Agency Billing Application Software Module
Subtask 6.5	Train COUNTY Users in Agency Billing Application Software Module
Subtask 6.6	Provide T&M Implementation Support for Agency Billing Application Software Module
Subtask 6.7	Maintain Production Use of Agency Billing Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 6.1	Technical Support for Agency Billing Application Software Module
Deliverable 6.2	Design Specifications and Prototype for the Agency Billing Application Software Module
Deliverable 6.3	Constructed and Tested Agency Billing Application Software Module
Deliverable 6.4	Successful User Acceptance Testing of Agency Billing Application Software Module
Deliverable 6.5	Trained COUNTY Users in Agency Billing Application Software Module
Deliverable 6.6	Module Go-Live for Agency Billing Application Software Module

Deliverable 6.7 Module Acceptance for Agency Billing Application Software Module

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

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

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

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

Subtask 8.6	Train COUNTY Users in Customized AJIS/RAJIS T&M Interfaces
Subtask 8.7	Provide T&M Implementation Support for Customized AJIS/RAJIS T&M Interfaces
Subtask 8.8	Maintain Production Use of Customized AJIS/RAJIS T&M Interfaces for 30 Days with No Severity 1 or 2 Problems
Deliverable 8.1	Module Go-Live for XML Interface Software Module
Deliverable 8.2	Module Acceptance for XML Interface Software Module
Deliverable 8.3	Design Specifications for Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.4	Constructed and Tested Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.5	Successful User Acceptance Testing of Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.6	Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.7	Go-Live for Customized AJIS/RAJIS T&M Interfaces
Deliverable 8.8	Acceptance of Customized AJIS/RAJIS T&M Interfaces
TASK 9 SYSTEM FINAL ACCEPTANCE	
Subtask 9.1	Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems
Deliverable 9.1	System Final Acceptance

INTRODUCTION

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

1. Access to Inmate Information and Photo Identification
2. Classification
3. Case Jacket Tracking
4. Property Tracking
5. Agency Billing
6. Medical Co-Pay and Pay-For-Stay
7. XML Interface Capability.

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

DEFINED TERMS

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

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

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

“Contractor” has the meaning set forth in the introduction hereto.

“County” has the meaning set forth in the introduction hereto.

“JIMS” has the meaning set forth in the introduction hereto.

“Department” has the meaning set forth in the introduction hereto.

“PCD” has the meaning set forth in Task 1.

“Problems” has the meaning set forth on Subtask 2.9.

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

“Severity” has the meaning set forth in the Appendix I.

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

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

COUNTY software standards are as follows:

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

TASK 1 PROJECT PLANNING AND PROJECT MANAGEMENT

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

Subtask 1.1 Prepare Project Control Document

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

- (a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort.
- (b) Confirmation and documentation of project scope, phasing, and automation objectives
- (c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask
- (d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules
- (e) Identification of CONTRACTOR’s project team and project organization including, without limitation, defining the roles and responsibilities of the project team members,
- (f) Identification of project risks and mechanisms to handle these risks in a risk management plan.

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

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

Subtask 1.2 Perform Project Administration

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

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

Deliverable 1.1 Project Control Document

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

- (a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort
- (b) Confirmation and documentation of project scope, phasing, and automation objectives;
- (c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask;
- (d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules;
- (e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members; and
- (f) Identification of project risks and how to address these risks.

Deliverable 1.2 Project Status Reports

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

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

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

TASK 2 WEB-BASED ACCESS TO INMATE INFORMATION MODULE

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

Subtask 2.1 Modify Existing Query Screens to Display Booking Number.

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

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

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

Subtask 2.3 Design the Inmate Inventory and Housing History Queries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test

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

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

Subtask 2.12 Train COUNTY Users in Query Access to Inmate Information

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

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

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

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

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

Deliverable 2.1 Modified Query Screens Displaying Booking Number.

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

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

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

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

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

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

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

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

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

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

Deliverable 2.6 Constructed and Tested Inmate Inventory and Housing History Queries

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

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

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

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

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

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

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

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

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

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

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

Deliverable 2.12 Trained COUNTY Users in Query Access to Inmate Information

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

Deliverable 2.13 Module Go-Live for Inmate Information Module

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

Deliverable 2.14 Module Acceptance for Inmate Information Module

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

TASK 3 CLASSIFICATION APPLICATION SOFTWARE MODULE

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

and T&M Implementation Support resulting in a fully operational Classification Application Software Module.

Subtask 3.1 Design the Classification Application Software Module.

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

Subtask 3.2 Construct and Test Classification Application Software Module.

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

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

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

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

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

Subtask 3.4 Train COUNTY Users in Classification Application Software Module.

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

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

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

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

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

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

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

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

Deliverable 3.2 Constructed and Tested Classification Application Software Module.

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

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

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

Deliverable 3.4 Trained COUNTY Users in Classification Application Software Module.

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

Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

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

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

Deliverable 3.6 Module Acceptance for Classification Application Software Module.

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

TASK 4 CASE JACKET TRACKING APPLICATION SOFTWARE MODULE

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

Subtask 4.1 Design the Case Jacket Tracking Application Software Module.

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

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

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

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

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

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

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

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

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

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

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

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

The Case Jacket Tracking Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 4.5 (Module Go-Live for Case Jacket

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

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

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

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

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

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

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

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

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

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

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

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

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

TASK 5 PROPERTY TRACKING APPLICATION SOFTWARE MODULE

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

Subtask 5.1 Design the Property Tracking Application Software Module.

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

Subtask 5.2 Construct and Test Property Tracking Application Software Module.

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

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

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

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

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

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

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

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

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

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

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

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

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

present to COUNTY a Prototype of this Module to ensure user that the design meets user requirements.

Deliverable 5.2 Constructed and Tested Property Tracking Application Software Module.

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

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

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

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

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

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

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

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

Deliverable 5.6 Module Acceptance for Property Tracking Application Software Module.

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

TASK 6 AGENCY BILLING APPLICATION SOFTWARE MODULE

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

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

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

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

Subtask 6.2 Design the Agency Billing Application Software Module.

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

Subtask 6.3 Construct and Test Agency Billing Application Software Module.

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

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

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

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

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

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

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

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

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

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

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

Deliverable 6.1 Technical Support for Agency Billing Application Software Module

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

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

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

Deliverable 6.3 Constructed and Tested Agency Billing Application Software Module.

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

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

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

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

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

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

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

Deliverable 6.7 Module Acceptance for Agency Billing Application Software Module.

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

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

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

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

Subtask 7.1 Design the Medical Co-Pay Interface.

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

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

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

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

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

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County’s Project Director and Contractor’s Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 9.1, System Final Acceptance.

Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the medical co-pay Interface. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 7.4 Design the Pay-For-Stay Interface.

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

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

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

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

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

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

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

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

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

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

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

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

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

Deliverable 7.1 Design Specifications for Medical Co-Pay Interface.

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

Deliverable 7.2 Constructed and Tested Medical Co-Pay Interface.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Task will ensure that all AJIS/RAJIS data can be imported into JIMS and JIMS data exported to other systems using national XML standards for criminal justice data exchange. This capability will facilitate meeting Interface requirements for the current phase and future phases of JIMS as well as provide a cost-effective and standards-based approach to data

exchange with other justice agencies. This Task consists of the installation and configuration of the XML Software Interface Module, including 6 standardized routines for posting data to the JIMS database using the XML Interface. It also includes design Specifications, construction, system testing, documentation and delivery to COUNTY of customized T&M Interfaces using the XML Interface Software Module.

Subtask 8.1 Install and Configure XML Interface Software-Module

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

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

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

Subtask 8.3 Design Customized AJIS/RAJIS T&M Interfaces

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

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

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

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

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

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

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

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

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

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

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

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

Deliverable 8.1 Module Go-Live for XML Interface Software Module

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

Deliverable 8.2 Module Acceptance for XML Interface Software Module

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

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

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

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

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

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

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

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

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

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

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

acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the customized T&M Interfaces in the production environment.

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

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

TASK 9 SYSTEM FINAL ACCEPTANCE

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

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

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

Deliverable 9.1 System Final Acceptance

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following County's written approval of the Work associated with System

Go-Live pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Appendix I: Severity Level Definition

Severity 1 (Critical) Severe with no workaround

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

Severity 2 (Severe) Severe with workaround

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

Severity 3 (Minor)

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

Severity 4 (Cosmetic)

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

Appendix II: Requirement Functional Definition Documents

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

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
1.0 Project Planning and Project Management							
	1.1 Project Control Document		\$9,563.70	\$11,436.30	\$0.00	\$21,000.00	Based upon 20 person-days.
	1.2 Project Status Reports (12 Monthly Invoices of \$8,775 each)		\$45,905.78	\$54,894.22	\$4,500.00	\$105,300.00	Based upon 8 person-days per month and total of 10 days on-site.
	Total For Task		\$55,469.48	\$66,330.52	\$4,500.00	\$126,300.00	
2.0 Web-Based Access to Inmate Information Module							
	2.6 Constructed and Tested Inmate Inventory and Housing History Queries		\$11,476.44	\$13,723.56	\$1,350.00	\$26,550.00	Half the fixed price for this query including 3 days on-site.
	2.7 Constructed and Tested General Portal Query with Drill Down Capability		\$15,301.93	\$18,298.07	\$1,800.00	\$35,400.00	Half the fixed price for the portal query and minor changes of deliverables 2.1 and 2.2. Also includes 4 days on-site.
	2.8 Constructed and Tested Label Generation and Related Reports for Non-financial Components		\$10,280.98	\$12,294.02	\$1,350.00	\$23,925.00	Half the fixed price for this query including 3 days on-site.
	2.12 Trained COUNTY Users in Query Access to Inmate Information	T&M	\$2,390.93	\$2,859.07	\$2,250.00	\$7,500.00	T&M for 5 days training on-site.
	2.13 Module Go-Live for Inmate Query Module	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	2.14 Module Acceptance for Inmate Query Module		\$37,059.35	\$44,315.65		\$81,375.00	Half the fixed price for all queries for this module (excl del. 2.12 and 2.13).
	2.14 Module Acceptance for Inmate Query Module - Intial Maintenance Payment*		\$8,275.00			\$8,275.00	Equal to 25% of first-year maintenance.
	Total For Task		\$87,653.74	\$94,921.26	\$8,100.00	\$190,675.00	
3.0 Classification Application Software Module							

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	3.2 Constructed and Tested Classification Application Software Module		\$13,150.09	\$15,724.91	\$4,500.00	\$33,375.00	Half the fixed price for this module (excl. del 3.4 and 3.5) including 10 days on-site.
	3.4 Trained COUNTY Users in Classification Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for 10 days training on-site.
	3.5 Module Go-Live for Classification Application Software Module	T&M	\$4,781.85	\$5,718.15	\$2,250.00	\$12,750.00	T&M for 10 days implementation support with 5 days on-site.
	3.6 Module Acceptance for Classification Application Software Module		\$13,150.09	\$15,724.91		\$28,875.00	Half the fixed price for this module (excl. del 3.4 and 3.5).
	3.6 Module Acceptance for Classification Application Software Module - Initial Maintenance Payment*		\$5,400.00			\$5,400.00	Equal to 25% of first-year maintenance.
	Total For Task		\$41,263.88	\$42,886.12	\$11,250.00	\$95,400.00	
4.0 Case Jacket Tracking Application Software Module							
	4.2 Constructed and Tested Case Jacket Tracking Application Software Module		\$14,345.56	\$17,154.44	\$4,500.00	\$36,000.00	Half the fixed price for this module (excl. del 4.4 and 4.5) including 10 days on-site.
	4.4 Trained COUNTY Users in Case Jacket Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$1,800.00	\$6,000.00	T&M for 4 days training on-site.
	4.5 Module Go-Live for Case Jacket Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$900.00	\$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module		\$14,345.56	\$17,154.44		\$31,500.00	Half the fixed price for this module (excl. del 4.4 and 4.5).
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module - Initial Maintenance Payment*		\$4,716.00			\$4,716.00	Equal to 25% of first-year maintenance.
	Total For Task		\$37,232.60	\$38,883.40	\$7,200.00	\$83,316.00	
5.0 Property Tracking Application Software Module							

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	5.2 Constructed and Tested Property Tracking Application Software Module		\$16,736.48	\$20,013.52	\$4,500.00	\$41,250.00	Half the fixed price for this module (excl. del 5.4 and 5.5) including 10 days on-site.
	5.4 Trained COUNTY Users in Property Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$1,800.00	\$6,000.00	T&M for 4 days training on-site.
	5.5 Module Go-Live for Property Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$900.00	\$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	5.6 Module Acceptance for Property Tracking Application Software Module		\$16,736.48	\$20,013.52		\$36,750.00	Half the fixed price for this module (excl. del 5.4 and 5.5).
	5.6 Module Acceptance for Property Tracking Application Software Module - Initial Maintenance Payment*		\$6,776.00			\$6,776.00	Equal to 25% of first-year maintenance.
	Total For Task		\$44,074.44	\$44,601.56	\$7,200.00	\$95,876.00	
6.0 Agency Billing Application Software Module							
	6.1 Technical Support for for Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for up to 10 days technical assistance on-site.
	6.3 Constructed and Tested Agency Billing Application Software Module		\$19,127.41	\$22,872.59	\$4,500.00	\$46,500.00	Half the fixed price for this module (excl. del 6.4 and 6.5) including 10 days on-site.
	6.5 Trained COUNTY Users in Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for 10 days training on-site.
	6.6 Module Go-Live for Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$2,250.00	\$12,750.00	T&M for 10 days implementation support with 5 days on-site.
	6.7 Module Acceptance for Agency Billing Application Software Module		\$19,127.41	\$22,872.59		\$42,000.00	Half the fixed price for this module (excl. del 6.4 and 6.5).
	6.7 Module Acceptance for Agency Billing Application Software Module - Initial Maintenance Payment*		\$6,238.00			\$6,238.00	Equal to 25% of first-year maintenance.
	Total For Task		\$58,838.37	\$62,899.63	\$15,750.00	\$137,488.00	
7.0 Medical Co-Pay and Pay-For-Stay Interfaces							

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	7.2 Constructed and Tested Medical Co-Pay Interface	T&M	\$5,977.32	\$7,147.68	\$2,250.00	\$15,375.00	Based upon half the price for this interface including 5 days on-site.
	7.5 Constructed and Tested Pay-For-Stay Interface	T&M	\$6,216.41	\$7,433.59	\$2,250.00	\$15,900.00	Based upon half the price for this interface including 5 days on-site.
	7.7 Trained COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces	T&M	\$2,390.93	\$2,859.07	\$2,250.00	\$7,500.00	T&M for 5 days training on-site.
	7.8 Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	7.9 Final Acceptance for Medical Co-Pay and Pay-For-Stay T&M Interfaces		\$12,193.73	\$14,581.27		\$26,775.00	Based upon half the price for the two interfaces.
	Total For Task		\$29,647.50	\$35,452.50	\$8,100.00	\$73,200.00	
8.0 XML Interface Software Module and Customized T&M Interfaces							
	8.2 Module Acceptance for XML Interface Software Module		\$19,719.45	\$23,580.55		\$43,300.00	Software licensing costs for this module including tax.
	8.2 Module Acceptance for XML Interface Software Module - Initial Maintenance Payment*		\$2,400.00			\$2,400.00	Equal to 25% of first-year maintenance.
	8.4 Constructed and Tested Customized AJIS/RAJIS T&M Interfaces	T&M	\$19,844.69	\$23,730.31	\$1,800.00	\$45,375.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	8.6 Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces	T&M	\$1,434.56	\$1,715.44	\$1,350.00	\$4,500.00	T&M for 3 days training on-site.
	8.7 Go-Live for Customized AJIS/RAJIS T&M Interfaces	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	8.8 Acceptance of Customized AJIS/RAJIS T&M Interfaces		\$19,844.69	\$23,730.31		\$43,575.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	Total For Task		\$66,112.50	\$76,187.50	\$4,500.00	\$146,800.00	
9.0 System Final Acceptance							

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	9.1 System Final Acceptance					\$462,162.49	Release of Holdback upon final system acceptance.
	Total All-in to Final Acceptance		\$420,292.51	\$462,162.49	\$66,600.00	\$949,055.00	
	Pool Dollars (based upon approximately one-third of the Total All-in to Final Acceptance)					\$339,469.00	
	Stub Period Maintenance** - Trust Accounting Only					\$27,902.00	
	Monthly Maintenance Fee - All Modules (Nine Months)					\$122,343.00	
	Maximum Contract Sum					\$1,438,769.00	

*The Initial Maintenance Payment is intended to cover the period from the Module Acceptance Date for such Module to the System Final Acceptance Date. No additional amount will be owing to Contractor for such period, nor will any credit be due to County, irrespective of the length of such period.

Exhibit C (Price and Schedule of Payments)

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes

**The amount payable here is intended to cover the period from the expiration of the Trust Accounting Warranty Period to the System Final Acceptance Date. The actual period is estimated to be approximately one year, but may be a shorter period or may be longer. County will not be entitled to a credit if the period is shorter than one year, nor will Contractor be entitled to additional payments if the period is longer than one year.

EXHIBIT D

DESCRIPTION OF SOFTWARE

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ITAG KERNEL

The iTAG Kernel includes a number of modules – Booking & Release, Schedules & Movements (including housing), Gangs, Legal Documents.

1.1 Booking and Release

1.1.1 Booking

The Booking module controls the intake (or re-entry) of an inmate into the TAG system. In a generalized workflow, a unique identifier is attached to the inmate, preliminary medical and security screenings are handled, alerts are established, and housing assigned.

The booking module maintains a central criminal history file consisting of all inmate records ever created on the system, active or inactive. A unique number identifies inmate records with separate periods of confinement identified by a booking (episode) number.

1.1.2 Demographics

The Booking module records offender demographics and history in a set of screens linked in a sequence that can be structured to follow the operational requirements of the agency:

- Address(es)
- Physical Identification
- Personal Information
- Employment
- Alerts
- Aliases & Other Identifiers
- Languages
- Contacts (Professional & Personal)
- Military Record
- Education

1.1.3 Housing

In TAG, booking/intake officers use a code table of available housing assignments to assign inmates to housing locations at admission. To assist officers in identifying a suitable location, the TAG system displays the operational vacancy of the living units based on the client-defined value of operational capacity, and the number of available vacancies in each specified living unit, based on physical capacity. Housing units at all levels can be assigned characteristics, such as gender-specific units, units in need of repair, etc. All screens that access the new inmate's record can show the new housing location sequence to the "bed" level.

1.1.4 Medical Screening

Initial medical screening can be used as part of TAG's Booking module.

There are two parts to the TAG Medical Examination screens. In the first part officers can record basic indicators like blood pressure, temperature, or the date of the inmate's last full physical or dental exam. The second part of the TAG Medical Examination screen consists of questionnaires that are user-definable for any medical category, with yes/no answers for inmate responses. The system allows the agency to build forms to record visual observations, or mental health assessments.

The TAG Alert system allows for offenders to be "marked" with any number of user-definable alerts; these include medical alerts.

1.1.5 Release

The TAG system includes a detailed suite of tools to manage inmate release based on the assigned or calculated release date.

Release functionality includes a check against outstanding charges, a return of property and clothing, a release of available inmate funds from the trust account, and notification of victims and or agencies regarding the inmate's release.

A TAG checklist can be established to indicate to staff those required functions not yet completed before release.

1.2 Legal Documents

The TAG Legal Documents module records the legal orders authorizing inmate custody, and maintains the custody status of each inmate. The agency can track charges by legal order type, court/information number, offense code and number of counts, as identified on the legal documents. The system permits the agency to clear dropped or stayed charges in a proper manner for each order.

The TAG Legal Documents module handles both custody (e.g. Arrest Warrants; Appearance, Detainer or Sentence orders) and non-custody orders (e.g. Notification Orders).

The Legal Case screen is the centerpiece of TAG's integrated legal structure, it records all legal events involving an offender. These events are grouped by case (cause number), each case tracks all legal proceedings that occur against that set of offenses from the arrest onward. Offenders may have multiple cases at one time, each with their own set of court (or other) events, charges and sentences. This allows for a history of what has happened to each of the offender's charges.

Bail screens allow the agency to enter bail details against each legal order, including issuing court, bail terms and conditions. A bail review screen also allows scheduling of the hearing and recording of results.

1.3 Schedules and Movements

The TAG Schedules and Movements module maintains fully detailed histories of all internal and external scheduled and unscheduled movements. The module records that scheduled events such as court appearances did or did not take place. This module can also schedule and record any type of temporary absence such as unscheduled court appearances, medical and dental visits, and all other internal or external inmate movements of any user-defined type, along with supplementary detail.

This module integrates with the basic kernel functionality of TAG to ensure that the status, and the institutional count are maintained correctly.

In addition, the Internal Movements is used to record inmate movements from one internal location to another, for example, law library, work programs, medical reasons, visits, etc..

The TAG Schedules and Movements module will warn officers who try to schedule any movements that would result in non-association inmates being transported together or moved to the same location.

1.4 Gangs and Non-Association

Included in the iTAG Kernel, the Gangs/Non-Association functionality allows the marking of inmates on a one-to-one and a one-to-many basis to control non-association.

Membership of a gang can be flagged in each inmate's record. The Gangs / Non-Associations module includes functionality for recording gang affiliations and inmate non-associations. Confirmed or suspected membership in gangs or factions is recorded along with supporting evidence.

2 Classification and Assessment

2.1 TAG Classification and Assessments

With the TAG Classification and Assessment module the agency can build its own questionnaires for each different type of inmate assessment performed at the agency's facilities, with questions and answers weighted with a numerical value. The agency can also define a scoring range that corresponds to various levels of supervision. TAG then provides a systematic approach for assessing inmates against these questionnaires and generating a score and recommended ratings, which can be adopted or overridden for each inmate. Formal approval of an inmate assessment can be recorded if required.

A history of all assessments is maintained with the inmate's record.

2.2 Northpointe Classification Integration

The focus of this functionality is the integration of the Northpointe Decision Tree logic for all three decision trees, namely Primary Classification, Re-Classification Aggravating Circumstances and Re-Classification Mitigating circumstances to maintain the Offenders Security Rating while in custody. The format of these Decision Trees is to as closely as possible, replicate the current Northpointe flow while the navigation and user interface should be consistent with TAG screens where possible.

3 Programs & Services

The TAG Programs & Services module refers offenders to specific internal or external programs or services developed to meet the needs of offenders. TAG handles inmate scheduling for assigned programs, and tracks inmates attendance and performance against user-defined objectives. Each inmate's program history is available for easy reference.

The Programs & Services Module maintains a directory of available programs and services down to the level of individual courses or activities. It is intended for agencies that take an active role in the operation of specific programs or services, and lets the agency generate schedules for each program or service offered, define the staff or outside personnel involved, and track vacancies for each session.

A Resource Directory allows searches across an agency for suitable programs based on location and area served, target inmates (as well as listing those offenders who should be excluded from such a program), program schedule and other special needs.

4 Inmate Property

The TAG Property Module tracks items of property deposited by inmates upon admission or at any subsequent time during custody. The officer who records the property is automatically identified by the TAG audit trail.

When items of an inmate's property are released, the TAG Property module records the release and the reason for the release. All existing data associated with the released property is retained in the inmate's file.

The detailed description of individual property locations used by the TAG system allows for the real-time management of property-location utilization. Property may be moved from one location to another, and inmates may transfer personal effects to third parties outside the institution; the TAG Property module tracks both temporary and permanent release of personal items.

5 Case Jacket Tracking

Case Jacket Tracking will permit the production and scanning of barcode labels on paper files in order to track the movement of a Case Jacket, from one location to another within a facility. A history of the Case Jacket scanning is also maintained in order to provide an audit trail of the Jacket's movements. Thus, the location of the case jacket is known at all times.

When it comes time to archive Case Jackets, TAG will allow for tracking of which Case Jackets were archived, when the archive took place, and the physical location of the archived file.

6 Billing of Services

The TAG Billing of Services module is used where inmate costs are billed to another agency or jurisdiction. TAG will automatically prepare invoices and supporting documentation, and allows review of the offender records to determine agencies to be billed and billing periods using user-defined variables such as cost per day. Multiple agencies can be recorded for a particular offender, and one agency can be designated to be billed first.

7 Interfacing - XML TAG

XML TAG, or xTAG, utilizes a database-driven approach to implementing web services in order to provide interfacing solutions between TAG and other dissimilar applications. A completely J2EE-compliant platform using Oracle server products, xTAG takes full advantage of XML, SOAP, UUDI and WSDL in order to publish and receive data through the xTAG switch.

xTAG is designed to be a “real-time” data switch. However, if clients prefer, there are number of third party switches which can also be incorporated into the infrastructure of the xTAG platform to provide asynchronous solutions. The more common queuing tools used to date are IBM MQ series or Oracle AQs.

Once a web service is published in the UUDI registry, any authorized user(s) to the web service can then implement the service to either “send” data to the TAG application DBMS, or “request” data from TAG via any standard internet protocol (e.g. HTTP, FTP etc).

7.1 Incoming Web Services

When data is “sent” to the TAG application DBMS, XML data is prepared and “wrapped” in a SOAP envelope. The corresponding web service is then invoked and the message is sent to the xTAG database. There, the data is transformed, parsed, and manipulated according to administrators’ rules. At this point, standard TAG processing scripts take over and post the data to the TAG application DBMS.

7.2 Outgoing Web Services

When data is “requested” from the TAG application, data from TAG is extracted in XML format, wrapped with the appropriate SOAP information, then sent back to the requestor.

7.3 Emerging Industry Standard

In order to help simplify data integration within the Justice community, the U.S. Department of Justice (DOJ) has created the Justice XML standard. Although still in its infancy, this standard has already provided a valuable starting point for application developers. Syscon will continue to ensure that xTAG remains fully compliant with these standards as they continue to evolve.

8 Trust Accounting

The TAG Trust Accounting module is a powerful double-entry system that conforms to GAAP standards. It has been greatly enhanced through over ten years of successful operation in large and small jurisdictions. Agencies are given a wide degree of flexibility in how they set up and administer their trust accounting system according to their standards and practices. Agencies can divide trust accounts into sub-accounts (e.g. spending, savings, gate accounts etc.) to reflect different ways of accumulating funds, and maintain a desirable minimum balance for a sub-account that can be customized for an individual inmate. TAG can then automatically allocate inmate receipts or income to a specific sub-account as the agency's business rules define.

Officers can track inmate obligations to third parties, inside the institution (restitution, fines, etc.) or outside (child support, victim surcharges), and set up an automatic deduction from inmate receipts to satisfy these obligations. Deduction percentage, amount and priority are user-definable and customizable for each individual inmate, or on a global basis. One TAG Trust Account screen shows all of an inmate's balances, obligations, and transaction histories including all G/L postings, distinguishing between current funds available for spending) vs. holds (reserved for a specific purpose). Officers can print statements for inmates showing account balances or a complete transaction log.

Movements of inmates between jails within the agency's jurisdiction, or transfer of inmates from an institution to the community, need not require the reentry of the inmate's financial data. Where TAG is running in multiple facilities, officers can easily transfer inmate funds and balances to another institution. (Funds are moved through a system-generated check.)

TAG is very forgiving of user errors. To correct errors, officers can easily reverse transactions or make adjustments between two trust accounts or between one trust account and one general ledger account. All corrections produce corresponding audit trail entries.

Officers can generate and print checks against the trust fund for any transaction that the agency has defined as check-generating. TAG maintains a log of pending checks that can be printed at any time on blank checks provided by the agency's bank (with matching check-numbering). Check payees are stored in a master file so they need only be entered once. TAG keeps a log of all checks issued, so that officers can void a check if necessary.

Officers can follow systematic and clearly-documented procedures for shift-end, month-end and year-end, and customize such procedures at each facility. Customizable procedures include full routines for cash, bank and account reconciliation to secondary

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sources, formal closing, and reporting. TAG tracks month-end and year-end closing values for every G/L account.

The TAG Trust Accounting module has a wide range of pre-defined accounting reports, including:

- General Ledger Transactions (for a specific G/L account/date range, or complete for a month)
- Balance Sheet
- Inmate Trust Account Balances
- Bank Transactions including Reconciliations

EXHIBIT E

CHANGE ORDER

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 the Work designated in Exhibit C (Price and Schedule of Payments) to the Agreement as "T&M Work" and for the Professional Services T&M Changes set forth in Paragraphs 7.6 (Professional Services T&M Changes) 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 is for Custom Programming Modifications or Interfaces, attaches functional System Software Specifications. 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).

- 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; Permissible Out-of-Pocket Expenses:** Sets forth the level of staff required to complete the proposed change, the number of estimated personnel hours, and any permissible Out-of-Pocket Expenses.
- 6 Price and Schedule of Payments for Proposed Change:** Sets forth a "not to exceed" price for completion and delivery of the proposed change, including personnel hours (calculated using the Hourly Labor Rate) and permissible Out-of-Pocket Expenses. If the Change Order is for Time and Materials Work, the amount set forth in this item 6 will be the Revised Time and Materials Fee for such Work and the Change Order must also include the Budgeted Time and Materials Fee for such Work. 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 "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. Attaches any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

Signature of Requestor: _____
Contractor Project Director

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 Jail Information Management Systems Project Steering Committee ("Steering Committee"). As part of Part 2 of the change control process, the Steering Committee will complete Part 2 of the template.

PART 2: INITIAL REVIEW OF CHANGE REQUEST The Steering Committee along with County Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the Steering Committee and County Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with Paragraph 7 (Change Orders and Amendments) of the Agreement. In moving forward, the request will be assigned to an analyst for an initial impact analysis. If the request does not impact cost, scope, schedule, or quality, the request can be sent for final approval without further analysis.

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 assigned analyst 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 Steering Committee 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:

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:

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 Paragraph 7 (Change Orders and Amendments). The appropriate processes will, with approval of the appropriate persons under Paragraph 7 (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:

Contractor Approver Signature: _____

Date: _____

On completion of Part 4 of the Change Order in accordance with Paragraph 7 (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 Paragraph 55 (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 F

MAINTENANCE & SUPPORT

MAINTENANCE & SUPPORT

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement or, if not defined therein, in Exhibit B (Statement of Work). The rules of construction set forth in Section 1.4 (Construction) of the Agreement apply to this Exhibit F.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

- (1) At no additional cost beyond the Maintenance Fees, during the Term Contractor shall: (a) correct any and all Deficiencies from time to time with the System Software (such correction of the System Software is hereafter referred to as “Corrective Maintenance”), (b) provide Updates (as defined in the body of the Agreement) to the System Software, including revisions, corrections or modifications necessary to make Updates function and interface with then currently installed versions of the System Software, and Compatible with then currently installed Operating System Software or System Hardware, and vice versa and (c) to the extent that either or both of the System Hardware or Operating System Software specified by Contractor are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software (the services described in clauses (a) through (c) are collectively referred to as “Maintenance Services”). Corrective Maintenance shall be either of a critical support nature or of a routine support nature, depending on the Severity Level of the Deficiency for which County is requesting Corrective Maintenance, as such Severity Level is finally determined by County Project Director in accordance with Section A(3) below.
- (2) County shall receive ongoing support from Contractor’s Help Desk Service Center for each System Software, including all Modules, Customizations and Interfaces. Maintenance Services entitles County to receive assistance in Deficiency determination and resolution for all System Software, including all Modules, Customizations and Interfaces.
- (3) Contractor shall assist County with those activities comprising Deficiency determination, although County Project Director shall determine finally the Severity Level for all Deficiencies. Deficiency determination includes the activities associated with engaging in a service request, checking

background and change management information, reviewing service activity, assessing issues, trouble shooting, and developing a Deficiency statement. The Deficiency statement is used to determine the category of service required to further investigate the Deficiency, develop a resolution, communicate the resolution, execute the resolution, and confirm the results.

- (4) Contractor shall furnish and perform critical support services through Contractor's Help Desk Service Center, staffed by live personnel twenty-four (24) hours per day, seven (7) days per week and on-site support as needed for support of the System Software. Critical support services shall be reported as Severity Level "1" and "2", as described on the Maintenance Schedule attached as Schedule I to this Exhibit F (such schedule is hereafter referred to as the "Maintenance Schedule").

In respect of County service requests determined to be Severity Level "1" or "2" Deficiencies, Contractor shall meet the response times and Turnaround Times (hereafter sometimes referred to as "TATs") set forth on the Maintenance Schedule for such Deficiencies. All Severity Level 1 or 2 Deficiencies shall initially be reported to Contractor by telephone.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "1" and "2" Deficiencies within one (1) hour of County's service request.

Further investigation shall continue as needed, and restoration of the availability of the System Software Modules, the operation of the System Software, and/or developing a suitable work-around shall occur, and such restoration, operation and development, as the case may be, shall be approved pursuant to the Agreement, within eight (8) hours of the opening of County's service request for Severity Level "1" requests and within forty-eight (48) hours for Severity Level "2" requests.

If Severity Level "1" or "2" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

- (5) Routine support services are generally non-critical in nature and shall be reported as Severity Level "3" and "4" requests. Routine support services are delivered, managed, and reported through Contractor's Help Desk Service Center. Contractor shall provide routine support services during normal business hours (8:00 AM Pacific Standard Time to 5:30 PM Pacific Standard Time) and onsite support as needed. Based on the nature and severity of the issue, routine support service Deficiencies are assigned a Severity Level "3" or "4".

In respect of County service requests determined to be Severity Level “3” or “4” Deficiencies, Contractor shall meet the TATs set forth on the Maintenance Schedule for such Deficiencies.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level “3” Deficiency within four (4) hours of County’s service and within twenty-four (24) hours of County’s service request for a Severity Level “4” Deficiency. The foregoing Severity Level 3 or 4 initial assessment response times shall apply to the business hours associated with non-critical Deficiencies. For example, a Severity Level 3 report received Friday at 4:30 PM shall be responded to on or before 11:00 AM Monday morning.

Further investigation shall continue as needed, and the Deficiencies shall be corrected and approved pursuant to the Agreement within thirty (30) days of the opening of County’s service request for Severity Level “3” and within one hundred twenty (120) days of the opening of County’s service request for Severity Level “4” requests.

If Severity Level “3” or “4” Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

- (6) Corrective Maintenance shall be performed as follows:
 - (a) County may request Corrective Maintenance by internet, e-mail, telephone, or facsimile. Requests involving the Help Desk Service Center should be made by designated County support staff.
 - (b) As part of Corrective Maintenance, County shall endeavor reasonably to provide Contractor with information and assistance reasonably requested by Contractor (*e.g.* Contractor’s System Software trouble report) as necessary to detect, simulate and correct the Deficiency, but regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of Deficiencies.
 - (c) Contractor shall provide County with revised and installed System Software executable object code (including updating Source Code) and shall take such other action as is necessary to resolve the Deficiency and Contractor shall provide avoidance procedures for avoiding such Deficiency in the future, all in accordance with the timetables set forth in this Exhibit.
 - (d) Contractor shall provide Corrective Maintenance from its business premises, except that at Contractor’s option and expense,

Contractor may perform Corrective Maintenance at County Data Center.

- (7) Contractor shall specify to County the level of expertise needed by County personnel to install Updates. County will install all Updates with reasonable telephone assistance from Contractor.
- (8) Contractor is not required to perform Corrective Maintenance with respect to Deficiencies (including in connection with the Response Time Warranty described in Section D below) caused by:
 - (a) County's modifications to the System Software pursuant to Paragraph 15.2.4 (License) of the body of the Agreement ;
 - (b) County's failure to activate in a timely manner Deficiency corrections (including corrections which Contractor has included in Updates) where Contractor is able to demonstrate that (i) timely activation of the Deficiency correction would have resolved the Deficiency otherwise in accordance with the timetables set forth in the Maintenance Schedule and (ii) Contractor otherwise provided County with the support level required by the Agreement and this Exhibit F generally for County to activate timely the Deficiency correction;
 - (c) Use of the System Software inconsistent with the terms of the Agreement as determined by County Project Director but subject to Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) to the Agreement;
 - (d) System Hardware or Operating System Software failures (other than a Compatibility failure), but solely to the extent the System Software Deficiency is caused by or results directly from such System Hardware or Operating System Software failure, as mutually determined by Contractor Project Director and County Project Director; or
 - (e) County replacements of the System Hardware or Operating System Software warranted by Contractor to be Compatible, other than replacements made pursuant to Contractor's instructions or Specifications or subsequently approved in writing by Contractor.
- (9) Although Contractor shall continue to provide Updates to System Software pursuant to the terms of this Exhibit F, Contractor will not be responsible for the actual installation or "retrofitting" of those Updates to System Software Modules which contain County modifications which Contractor has previously identified in writing as incompatible with Baseline Software, unless County elects to request and Contractor agrees

to provide such service as Professional Services pursuant to Subparagraph 14.2 (Professional Services) of the body of this Agreement.

- (10) Contractor agrees that all System Software and Documentation, including all Updates, Custom Programming Modifications, and any goods provided under Maintenance Services, shall be delivered (a) solely in electronic form (*e.g.* via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (*e.g.* CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, training materials, or Maintenance Services on magnetic, optical, print or other tangible media under this Agreement.

B. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide Maintenance Services, County:

- (1) Must provide, at County's expense, reasonable "Remote Access" to enable Contractor to access the System from Contractor's facility;
- (2) Must identify three alternates (in addition to County's Project Manager) to serve as County's support contact (hereafter referred to as the "Representative"). Only County Representatives shall be authorized to request and receive Maintenance Services on behalf of County. County may change its Representative(s) by written notice to Contractor;
- (3) Must provide Contractor with reasonable access to the System Software and all County data used by the System Software during the times requested by Contractor subject to County facility's access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for Maintenance Services purposes and shall be subject to Contractor's obligations to protect proprietary and confidential information set forth in this Agreement;
- (4) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure to give notice within the time frame set forth in this subsection (4) shall not relieve Contractor from its obligation to resolve the Deficiency once County has so informed Contractor;

- (5) May purchase any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. County shall consult with Contractor in connection with obtaining such software;
- (6) Will endeavor reasonably to notify Contractor, within two Business Days, of County's implementation of any Updates in County's production environment; and
- (7) May provide monthly, and Contractor shall hold at Contractor's Vancouver, British Columbia premises, a back-up copy of the System Software installed at County.

C. DOWNTIME CREDITS

Downtime credits shall accrue under this Exhibit F for Contractor's failure to maintain system reliability, for failure to timely correct Deficiencies, and for the System Software's failure to satisfy Response Times Tests, all as described in more detail below and in Section D below (collectively and individually, "Downtime Credits"). The amount of the Downtime Credit will depend on the extent and duration of Contractor's continuing failures.

- (1) Downtime Credits – System Reliability. Without limiting any other rights and remedies available to County, either pursuant to the Agreement, at law, or in equity, County shall be entitled to Downtime Credits in the event there is a Severity Level "1" Deficiency for a period of time (such period the "Downtime"), as determined by County Project Manager, for any System Software component for which Contractor is providing Maintenance Services.
 - (a) County shall be entitled to a Downtime Credit equal to one (1) month of the aggregate Maintenance Fees specified in Exhibit C (Price and Schedule of Payments) for the System Software any calendar quarter, including any prorated portion thereof, during which System Software reliability is less than 99.5% based on a 24/7 day.
 - (b) System Software reliability is calculated by adding up the total number of Downtime hours which occur during any month (the "Total Downtime") and subtracting that amount from the maximum operational use time, determined by multiplying twenty four times the number of days in the month at issue (the "Maximum Operational Use Time"). The resulting number shall then be divided by the Maximum Operational Use Time to determine the overall percentage of availability. For example:

Maximum Operational Use Time minus Total Downtime

Maximum Operational Use Time

= System Software reliability

- (c) The Maximum Operational Use Time includes the time required for scheduled Maintenance Services, normal Maintenance Services, including Response Time Tests, System Hardware replacement, loading System Software Updates, and loading Updates. Except in respect of scheduled Maintenance Services or as set forth below, the System Software shall always be available. The server(s) configuration shall provide redundancy, online maintenance, or some other method to attain the required availability.
 - (d) If Downtime results from use of the System Software by County other than as instructed by Contractor, County shall not be entitled to any Downtime Credits for the affected System Software components, for such period of misuse, provided that Contractor has notified County, in writing, of the details of the alleged misuse within five (5) days of Contractor's discovery of the alleged misuse. County shall review such alleged misuse and shall notify Contractor in writing, within five (5) days, of County's agreement or disagreement with Contractor's allegation(s). In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Downtime Credits to reduce any amounts due to Contractor, subject to the provisions of Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- (2) Downtime Credits – Corrective Maintenance Response Time Failures. If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Sections A(4) and A(5) of this Exhibit, Downtime Credits shall accrue for the benefit of County, calculated as set forth below:
- (a) For Severity Level "2" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two days the Severity Level "2" Deficiency continues beyond the TAT for such Severity Level;
 - (b) For Severity Level "3" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two

Business Days the Severity Level “3” Deficiency continues beyond the TAT for such Severity Level; and

- (c) For Severity Level “4” Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each five Business Days the Severity Level “4” Deficiency continues beyond the TAT for such Severity Level.

D. RESPONSE TIME WARRANTY.

(1) Response Time Monitoring.

- (a) From time to time at County’s discretion, County is entitled to request that Contractor, and Contractor agrees to, monitor the System Software for a continuous length of time as agreed to in writing by County and Contractor, in accordance with a mutually agreed upon monitoring plan (a “Response Time Monitoring Plan”) to verify agreed upon Response Time (as defined below). The Response Time Monitoring Plan may require tuning or other work to be performed on the System Hardware or Operating System Software prior to Contractor’s commencement of the monitoring period.
- (b) Prior to commencement of the testing period, Contractor shall insert timing code programs within the System Software. Downtime shall be scheduled to allow Contractor to insert such timing code programs at a time which is mutually agreeable to Contractor and County. Such timing code programs shall measure the actual response time, which means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response (the “Response Time”) against the pre-agreed performance standards set forth in the Response Time Monitoring Plan.
- (c) A written report shall be prepared, which states the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction and such other information as is agreed to by both Contractor and County.
- (d) In the event of noted Deficiencies, Contractor shall comply with Section D(2) below. Contractor shall use its best efforts to work with County to develop and apply System Software parameter changes to achieve specified Response Time, fine tune the database, Operating System Software and any other technical environment changes to achieve the specified Response Time.

(2) Response Time Tests.

In the event of noted Deficiencies, Contractor shall perform Response Time Tests designed to isolate and determine the cause of such Deficiencies in accordance with the following procedures:

- (a) County shall provide Contractor with written notice informing Contractor that County is requiring a Response Time Test. The Response Time Test shall commence no later than thirty (30) days after County provides such notice.
- (b) Contractor shall provide County with its standard test plan. County will revise such test plan, and Contractor Project Director and County Project Director shall mutually agree to the written test plan. Such revised test plan (the "Response Time Test") shall be the sole basis for testing.
- (c) Prior to commencement of the testing, County will notify users of any conditions and restrictions of System Software use during the test period.
- (d) At County Project Director's discretion, either Contractor or County shall conduct the Response Time Tests in accordance with the process described herein.
- (e) Contractor or County, as applicable, shall document the results of the particular Response Time Test and indicate either the successful completion of the test or document any failures to meet the Response Time, which shall be considered a Deficiency.
- (f) If any Deficiencies are noted for any Response Time Test, reporting and correction of all such Deficiencies shall be as follows:
 - (1) Contractor Project Director and County Project Director shall mutually agree to all Deficiencies requiring repeat testing.
 - (2) Contractor Project Director and County Project Director shall develop a written test plan for repeat testing of all Deficiencies.
 - (3) After Contractor has corrected Deficiencies, Contractor shall notify County in writing within ten (10) Business Days that the particular Response Time Test is ready for repeat testing.

- (4) After completion of each repeat Response Time Test, if there are any further Deficiencies, then County may: (i) repeat the process described above to the extent determined by County Project Director, (ii) postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County Project Director, (iii) require Contractor to provide and install replacements of any failed System Software components to resolve Deficiency as required by County at no additional cost to County, or (iv) exercise any of its rights under this Agreement, including termination of Agreement for default as described in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).
- (3) County Project Director's written approval of each Response Time Test shall designate the successful completion of the particular Response Time Test.

II. MAINTENANCE SCHEDULE

County will assign one of the following “Severity Levels” to each County service request submitted to Contractor’s Help Desk Service Center:

Schedule I. Maintenance Schedule

<u>Severity Level</u>	<u>Response Time</u> ¹	<u>TAT</u> ²	<u>Severity Level Definition</u>
1	One Hour	Within 8 Hours	<u>Critical.</u> The defect is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.
2	One Hour	Within 48 Hours	<u>Severe.</u> Defects make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.
3	Four Hours	Within 30 Days	<u>Minor.</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 impair the major function to be totally inoperative.
4	24 Hours	Within 120 Days	<u>Cosmetic.</u> This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

In the event that the assigned Response Times and/or Turnaround Times (TATs) are not met by Contractor, Contractor shall immediately submit to County by written action plan and status report which shall minimally include a description of the original Deficiency encountered, why Contractor was not able to correct Deficiency within the original TAT, proposed corrective action, and a revised TAT. Contractor shall be available for discussion with County regarding possible work arounds and other issues of concern.

¹ Response Time means the time from County’s initial service request to Contractor’s commencement of service.

² Turnaround Time (TAT) means the time from the later of (a) County’s initial service request and completion of Contractor’s System Software trouble report, which report may be completed in writing, orally, or by electronic means, and (b) County’s provision of remote access as necessary for Contractor to detect and simulate the Deficiency, and then continuing to Contractor’s delivery to County of the proposed Deficiency resolution. Time spent by County reviewing the proposed resolution prior to implementation will not count against elapsed TAT.

III. SYSTEM SOFTWARE MAINTENANCE FEES SCHEDULE

Schedule II. Maintenance Fees Schedule

Item #	System Software Module	Stub Period	Initial Nine Months	Option				
				Year 1	Year 2	Year 3	Year 4	Year 5
1	Trust Accounting	\$27,902 ³	\$20,927	\$29,297	\$30,762	\$32,300	\$33,915	\$35,611
	Inmate Information (iTAG						\$40,232	\$42,244
2	Kernel)		\$24,824	\$34,754	\$36,492	\$38,316		
3	Classification		\$16,200	\$22,680	\$23,814	\$25,005	\$26,255	\$27,568
4	Property Tracking		\$20,329	\$28,460	\$29,883	\$31,377	\$32,946	\$34,594
5	Agency Billing		\$18,715	\$26,201	\$27,511	\$28,886	\$30,331	\$31,847
6	Case Jacket Tracking		\$14,148	\$19,807	\$20,798	\$21,837	\$22,929	\$24,076
7	XML Interface		\$7,200	\$10,080	\$10,584	\$11,113	\$11,669	\$12,252
System Software – Total								
Annual System Software				\$171,27	\$179,84	\$188,83	\$198,27	\$208,19
Maintenance Support Fees		\$27,902	\$122,343	9	4	4	7	2

³ The amount payable here is intended to cover the period from the expiration of the Trust Accounting Warranty Period to the System Final Acceptance Date. The actual period is estimated to be approximately one year, but may be a shorter period or may be longer. County will not be entitled to a credit if the period is shorter than one year, nor will Contractor be entitled to additional payments if the period is longer than one year.

THIRD PARTY SOFTWARE

Exhibit G

Third Party Software

Capitalized terms not otherwise defined in this Exhibit G (Third Party Software) have the meanings given to such terms in the base document of the Agreement or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement.

Northpointe Classification

Northpointe Institute for Public Management, Inc.'s ("Northpointe") Jail Inmate Classification Systems software ("JICS"). functionality referred to as "Objective Decision Tree", as defined more precisely in a the Classification RFD referred to in the Statement of Work (Exhibit B to the Agreement).

Contractor will re-create in the Classification Module a portion of JICS functionality equivalent to the Objective Decision Tree functionality currently in JICS, as well as functionality to obtain certain inmate screening data in support of the Objective Decision Tree functionality.

County acknowledges that it may have to execute certain additional license agreements with Northpointe in respect of the Third Party Software described above, as described under Paragraph 17.2 of the Agreement.

EXHIBIT H

MINIMUM SYSTEM REQUIREMENTS

SYSCON JUSTICE SYSTEMS LTD:

Information for Los Angeles.

Regarding the "TAG"

Syscon toll free telephone: 1- 888-797-2662

Jurisdiction: Los Angeles

System Design: Network / Hardware

PREFACE

This document is an initial outline of required hardware and configurations necessary to run the Syscon Justice Systems TAG modules for Los Angeles.

Future Version / Architectures specified in this document may change as technology progresses.

SYSCON JUSTICE SYSTEMS LTD:
Information for Los Angeles.
Regarding the "TAG"

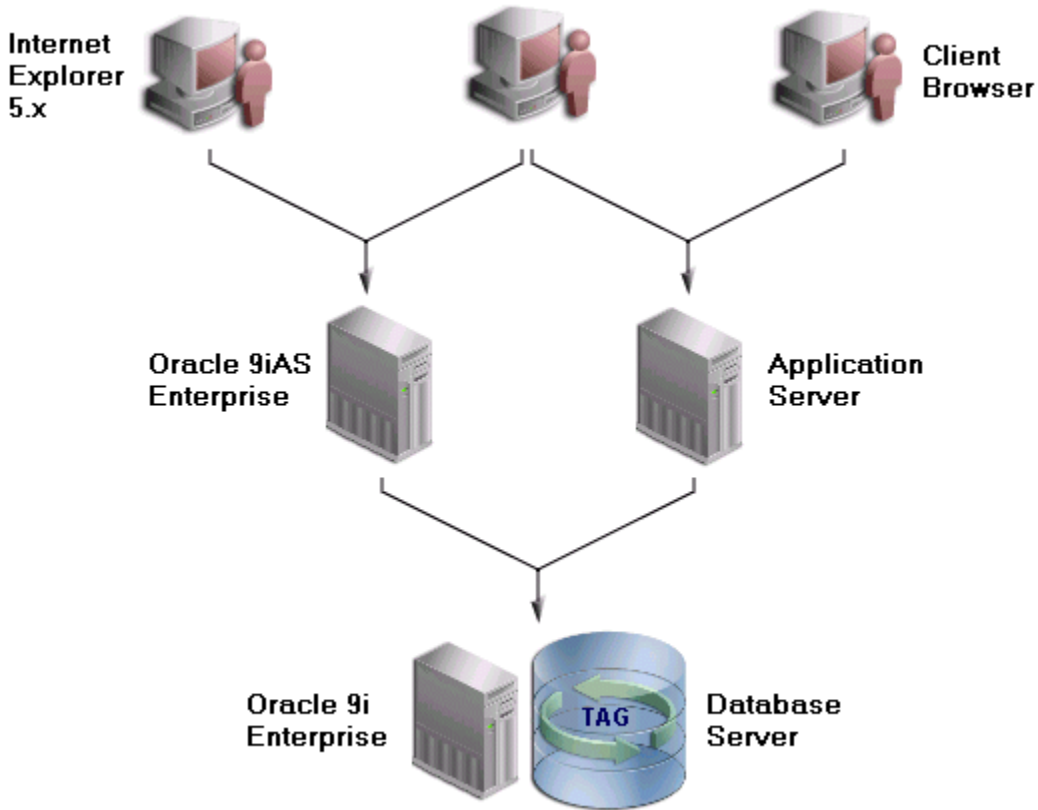
Syscon toll free telephone: 1- 888-797-2662

Table of Contents:

- 1) Configuration Recommendation
- 2) Appendix A : Infrastructure Definition
- 3) Appendix B : Tag Compatibility Matrix

TAG Deployment

I. General Information –



1. Oracle Multi-Tier Architecture

The TAG application follows Oracle's multi-tier database and application design. Consisting of a database tier, web server tier, and client tier. Clients connect to the web server using a web browser (e.g. Internet Explorer 5.5x) through the HTTP protocol, and the application server connects to the database using SQLNET.

Although Oracle supports a multitude of protocols to support SQLNET, it is recommended that the TCP/IP protocol be used for optimal manageability and reliability.

Client Required Software:

Internet Explorer 5.5 or higher (with MS VM)
Jniitiator (browser plug-in) v 1.1.8.16

2. TAG Forms

TAG application forms are developed using Oracle Developer version 6i suite of products.

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Currently, the TAG forms must be on a windows based operating system (e.g. NT or Win2000).

3. TAG Database

The TAG database is tested against versions 8.1.7.3.0 – 9.2.0.1.0 of Oracle database. Oracle supports various operating systems. Sun Unix, AIX and HP/UX are the more common choice of operating systems for a database server.

If the intention is to use another platform to run Oracle 9i, further analysis will be needed to assess the impact this may have on the overall application. A general rule though, is if the platform is supported by Oracle for 9i, then it may be used for the database tier. If less common platforms are required, additional QA time may be needed.

4. Application Server

Depending on the number of users, and the type of network environment, there can be one or more web servers strategically placed throughout the network for optimal performance. This provides a balancing mechanism for performance and ensures if a Web server fails, another will still be available to pick up the extra load.

II. General Information - Server Requirements

Assumptions

Los Angeles

(Initial estimate: 500 concurrent users)

[* Minimum Configuration \(requested\)](#)

[* Not 99.9% Up-time](#)

1. Database Server

Software Required:

Oracle 8.1.7.3.0 Enterprise Edition (Can be upgraded to Oracle 9.2 Enterprise Edition)

Sizing of the database refers to the physical capacities of the database server. The areas which needs to be looked at are:

- Disk space
- Memory
- CPU

Disk Space

*Note1: the following formula is a guideline, and can change as required.

*Note2: Given the cost of disk space, it is recommended that additional disk space be purchased

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Information for Los Angeles.

Regarding the "TAG"

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for flexibility in data management.

Each Offender = 160K data

Images = 30K per image

It is recommended that 220kb be set aside for each offender record. Therefore for a system with **500,000 offender records**, the system would need **80Gb** of disk storage for data.

If the client is going to take advantage of the other media storage capabilities in TAG such as fingerprint technology, document scanning or Iris scanning and store these images in the offender record, this number should be re-assessed.

Memory

For every concurrent user, there should be a minimum of 8 MB of RAM, plus the memory required for Oracle products, and operating system.

Recommendation for Los Angeles

8 * 500 = 4 GB (includes SGA sizing)

+ O/S (about 200MB)

+ Oracle dB (min 256, recommended 512 MB ram)

Estimate 4.7 or we recommend 6GB Ram

CPU

The size of the Database Server CPU depends on the amount of processing being done by concurrent users. Server motherboard should support multiple CPU's in the event that upgrade is needed.

Recommendation for Los Angeles

2 CPU

**Note 3: Please note that the above suggestion is for one database only, and does not account for multiple database instances on the same server. For those who intend to install multiple databases on the same server, the server sizes should grow accordingly.*

**Note 4: The above calculation does not account for additional modules such as IWP which stores MS Word documents within the TAG db. Sizing for these external modules to TAG will have to be further analyzed.*

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Information for Los Angeles.

Regarding the "TAG"

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2. Application Server

Software Required:

Oracle 9iAS Enterprise 1.0.2.2.2, Developer 2000 v6I Patch 9

The second most important component for the TAG application to function properly is the Oracle Application Server. Although technically possible, it is not recommended to have one single web server to serve a large-scale installation. For performance reasons, it is best to buy multiple smaller scale servers to act as web servers although not a requirement. Some benefits are:

- Easier maintenance
- Redundancy for user access
- Manageability of environmental changes (i.e. setting up test environments)

Disk Space

9iAS does not require as much space as the database server does, as the data stored on the server is more static and does not grow as much. The only files that reside on the web server are:

- 9iAS application files
- D2K 6i application files
- TAG Forms
- Temporary files created and used by server

For a typical web server, 10GB of disk space is sufficient.

Memory

Oracle 9iAS application server uses the Apache HTTP server engine along with the Oracle Forms server engine to service client requests. On an NT or Win2000 environment, the maximum connection per server listener is 256 connections. (Due to Windows 32bit memory architecture) Although technically possible to have multiple listeners created on the same application server, it is recommended to have multiple smaller scale application server created. TAG also uses an additional browser plug-in called the J Initiator (Oracle). Due to the size of this plug-in, it is recommended that each concurrent connection should have a minimum of 10 MB of physical memory, with a recommended size of 12-14MB per connection for optimal performance.

Recommendation for Los Angeles

14 * 500 = 7 GB
+ O/S (about 200MB)
+ 9iAS (min 512 MB)

Estimate 7.7 or we recommend 8GB Ram

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Information for Los Angeles.

Regarding the "TAG"

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CPU

Much like the database server, the web server acts as the client for all users who are connected to the server. Certain processing functions are still performed at the application instance level, which will require additional processing power. Server motherboard should support multiple CPU's in the event that upgrade is needed.

3. XML Server

Assumptions

* [Minimum Configuration \(requested\)](#)

* [Not 99.9% Up-time](#)

1. To be used for Interfaces.
 - Medical-Co-Pay
 - Pay For Stay
2. Real-time Interface
3. 10 Transitions/minute (600/hour)
4. 600kb be set aside for each XML offender record (excluding images)

Software Required:

Oracle 9I DB (Standard Edition)

9iAS R2 (Standard Edition)

XTAG Application Files

Sizing of the App Server & Database Server refers to the physical capacities of each server. The areas which needs to be looked at are:

- Disk space
- Memory
- CPU

Notes:

* XTAG has not been tested on Unix deployed environments.

* Future Releases may change Architecture.

Recommendation for Los Angeles (Database)

- 1 CPU
 - 2 GB Ram
 - 50 GB Hard Disk
-

Recommendation for Los Angeles (App Server)

- 2 CPU (Windows/Unix)
 - 6 GB Ram
 - 30 GB Hard Disk
-

SYSCON JUSTICE SYSTEMS LTD:

Information for Los Angeles.

Regarding the "TAG"

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Summary Minimum Recommendation for Los Angeles

Database Servers

Production:

- 1 Database Server - (Dual P4 1.3Ghz minimum, with 6 GB Ram)
- 1 XML Database Server - (Single P4 1.2Ghz minimum, with 2 GB Ram)

Test & Training:

- 1 Database Server - (Dual P4 1.2Ghz minimum, with 2 GB Ram)

Application Servers

Production:

- 4 application server(s)
- 2 App. Server – Forms Server (Dual P4 1.3Ghz minimum, with 4 GB Ram each)
- 1 App. Server – Reports Server (Dual P4 1.2Ghz minimum, with 2 GB Ram each)
- 1 App. Server – XML Server (Dual P4 1.2Ghz minimum, with 6 GB Ram each)

*Refer to Infrastructure Diagram for clarification.

Test & Training:

- 1 application server (Dual P4 1.2Ghz minimum, with 1 GB Ram each)
- Scaled down development App. Server with both Forms Runtime and Reports runtime.

This would give separate App. Servers for each environment (Development/Train / Production). Assumes 500 concurrent connections over the production application server.

**Note 1: It is recommended that Intel XEON chips be used with a 2MB L2 cache for the application server and database server as this can dramatically increase the performance of the servers.*

**Note 2: It is recommended for large scale sites to have a dedicated reports server for optimal performance.*

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Information for Los Angeles.

Regarding the "TAG"

Syscon toll free telephone: 1- 888-797-2662

Appendix A : Infrastructure Definition

Physical Definitions



Reports Server

9iAS Application Server
with Oracle Reports
Server installed



Forms Servers

9iAS Application Server
with Oracle Forms
Server installed



Forms & Reports Server

9iAS Application Server
with both Oracle Reports
Server & Oracle
Forms Server installed

(n) - being a number

Physical Definitions

XML_APP



XML Server

The XML server consists of 9iAS
Application server

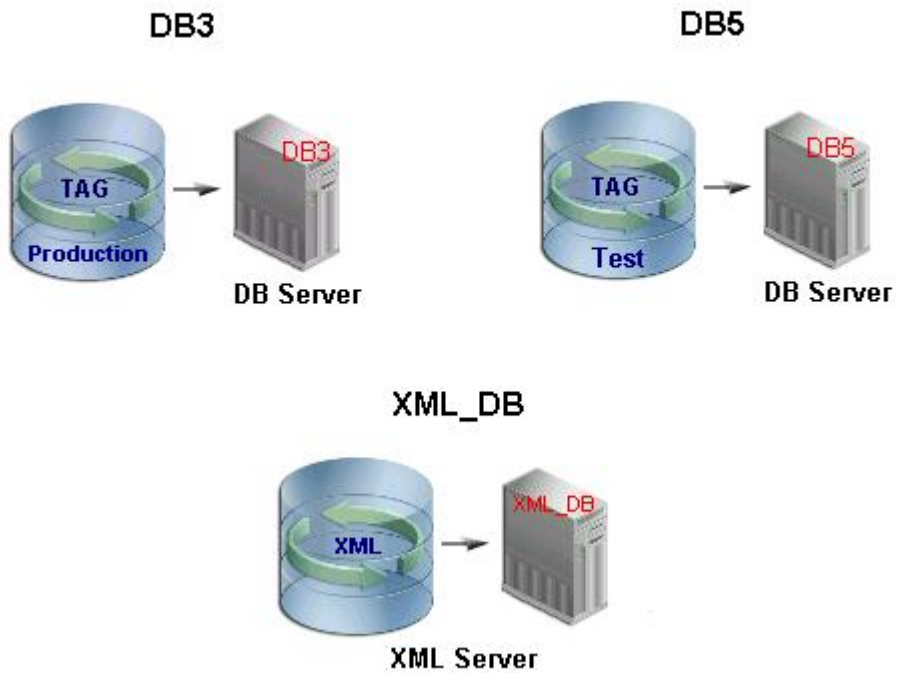
SYSCON JUSTICE SYSTEMS LTD:

Information for Los Angeles.

Regarding the "TAG"

Syscon toll free telephone: 1- 888-797-2662

Physical Definitions



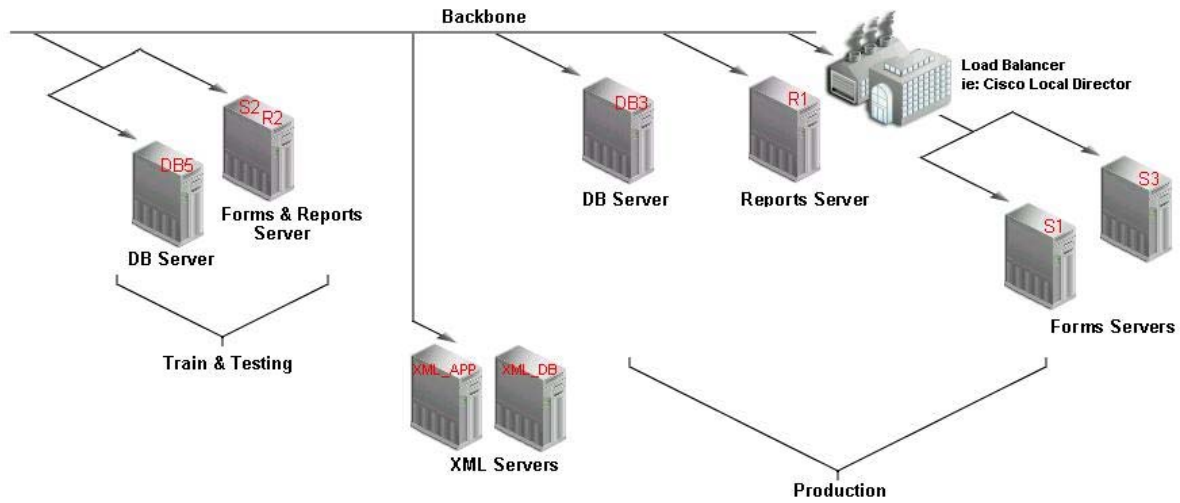
The XML server consists of 9i Oracle Database

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Appendix B : Compatibility Matrix

TAG Version	4.12	6.0	6.1	6.2 (current)	6.3
Release Date					Fall 2003
De-support Date					
Database	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7 Enterprise Edition	Oracle 8.1.7.3 Enterprise Edition, Oracle 9.2 Enterprise Edition	Oracle 9.2 Enterprise Edition
Platform: All Oracle supported Database platforms					
Application Servers	<ul style="list-style-type: none"> Oracle Application Server(OAS) v.4.0.8.2.3 Developer 2000 v 1.6.1 with Patch 15 	<ul style="list-style-type: none"> Oracle 9iAS Enterprise Edition v. 1.0.2.2.1 Developer 2000 v 6I with Patch 7 	<ul style="list-style-type: none"> Oracle 9iAS Enterprise Edition v. 1.0.2.2.2 Developer 2000 v 6I with Patch 9 	<ul style="list-style-type: none"> Oracle 9iAS Enterprise 1.0.2.2.2 Developer 2000 v6I Patch 9 	<ul style="list-style-type: none"> Oracle 9iAS Enterprise 1.0.2.2.2 Developer 2000 v6I Patch 14
Platform:	NT Only	NT/2000 *	NT/2000 *	NT/2000 *	NT/2000 *
Generator Server (for IWP)	Oracle Developer 2000 v 6I w/patch 7	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 9	Oracle Developer 2000 v 6I w/patch 14
Platform:	NT/2000	NT/2000	NT/2000	NT/2000	NT/2000
Client PC's	Internet Explorer 5.5 (with MS VM)	Internet Explorer 5.5 (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)	Internet Explorer 5.5 or higher (with MS VM)
	Jinitiator (browser plug-in) v 1.1.8.3	Jinitiator (browser plug-in) v. 1.1.8.14	Jinitiator (browser plug-in) v. 1.1.8.16	Jinitiator (browser plug-in) v. 1.1.8.16	Jinitiator (browser plug-in) v. 1.1.8.19
	Acrobat Reader 4.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher	Acrobat Reader 5.0 or higher
Platform:	98/NT/2000	98/NT/2000	98/NT/2000/XP?	98/NT/2000, XP	98/NT/2000
Additional TAG Modules					
IWP	MS Word	MS Word	MS Word	MS Word	MS Word

SYSCON JUSTICE SYSTEMS LTD:

Information for Los Angeles.

Regarding the "TAG"

Syscon toll free telephone: 1- 888-797-2662

TAG Version	4.12	6.0	6.1	6.2 (current)	6.3
	97/2000	97/2000	97/2000	97/2000	97/2000
Image Capture stations					TAG Web based image capture
Finger Print Capture stations		SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio	SAGEM Morpho's Library MS VisualStudio
Iris Scan Capture stations		IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio	IrisScan's library. MS VisualStudio
Auto emailer	MAPI compliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI compliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI compliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI compliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server	MAPI compliant email client (eg MS Outlook Express 5.5) with the capability to connect to MS Exchange server

* Note 1: Although currently, only a Windows base application tier files are available, migration to the Unix platform is also available for additional costs

** Note 2: The above information can change without notice

End of document

EXHIBIT I

INVOICE DISCREPANCY REPORT

**JAIL INFORMATION MANAGEMENT SYSTEM (JIMS) PROJECT
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]

EXHIBIT K

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Ltd.*

*JIMS Agreement
Exhibit K
Contractor's Employee
Acknowledgment Confidentiality &
Assignment of Rights*

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into the above referenced agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights (this "Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above referenced agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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 agreement. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation. I understand and agree that my continued performance of Work under the above referenced agreement is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance of Work under the above referenced agreement or any future contract with County.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you 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, criminal and welfare recipient records. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and

information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above referenced agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violation of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, “Works” means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor’s equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing. “Confidential Information” means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be “works made for hire” under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute “works made for hire,” or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify,

publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

Signed: _____ Date: ____/____/____

Printed: _____

Position: _____

EXHIBIT L

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Ltd.*

*JIMS Agreement
Exhibit L
Task/Deliverable
Acceptance Certificate*

PROJECT IDENTIFICATION¹

Contract Number and Date:

Contractor Name:

Date Task/Deliverable 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 #	Deliverable Date:
Deliverable Name:	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of each Deliverable with respect to which the Task/Deliverable Acceptance Certificate is being submitted, as such Deliverable is described in the Statement of Work and the PCD.

Acceptance Criteria: For each Deliverable being presented, 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 Task/Deliverable 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 Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth above, including satisfaction of the acceptance criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables 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

County of Los Angeles,

Sheriff's Department,

and

Syscon Justice Systems, Ltd.

Jail Information Management System Agreement

Board Filing Date: November 20, 2003

Closing Documents and Open Items Checklist

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Key:

Agreement: Jail Information Management System Agreement for LASD, by and between County and Contractor
CC: County Counsel
Contractor: Syscon Justice Systems, Ltd.
County: County of Los Angeles, California
LASD: Los Angeles County Sheriff's Department
Sidley: Sidley Austin Brown & Wood LLP, outside counsel to County

Document or Open Item	Responsible Party	Signing Parties	Status
A. Agreement	Sidley 529060	County Contractor Approved by CC	<input type="checkbox"/> Accepted by Contractor 11/17. Contractor signature received.
B. Exhibits to Agreement	Various	---	<input type="checkbox"/>
1. Exh. A: Additional Terms and Conditions	Sidley 529058	---	<input type="checkbox"/> Accepted by Contractor 11/17.
2. Exh. B: Statement of Work	LASD 546562	---	<input type="checkbox"/> Accepted by Contractor.
a. Appx. I: Issue Severity Definition	LASD/Contr actor	---	<input type="checkbox"/> Accepted by Contractor 11/3.

Document or Open Item	Responsible Party	Signing Parties	Status
b. Appx. II: Requirement Functional Definition Documents	LASD/Contractor	---	<input type="checkbox"/> LASD confirmed finalized.
3. Exh. C: Price and Schedule of Payments	LASD 550339	---	<input type="checkbox"/> Accepted by Contractor 11/17.
4. Exh. D: Description of Software	Contractor 547474	---	<input type="checkbox"/> Accepted by County 11/5.
5. Exh. E: Change Order	LASD/Sidley 542444	---	<input type="checkbox"/> Accepted by Contractor 10/29.
6. Exh. F: Maintenance & Support	LASD 546561	---	<input type="checkbox"/> Accepted by Contractor 11/4.
7. Exh. G: Third Party Software	Contractor 547047	---	<input type="checkbox"/> Accepted by Contractor 11/3.
8. Exh. H: Minimum System Requirements	Contractor 547043	---	<input type="checkbox"/> Accepted by County 10/31.
9. Exh. I: Invoice Discrepancy Report	LASD/Sidley 541665	---	<input type="checkbox"/> Accepted by Contractor 10/29.
10. Exh. J: <i>[Intentionally Omitted]</i>			
11. Exh. K: Contractor's Employee Acknowledgement, Confidentiality & Assignment of	LASD/Sidley 541661	---	<input type="checkbox"/> Accepted by Contractor 10/29.
12. Exh. L: Task / Deliverable Acceptance Certificate	LASD/Sidley 542468	---	<input type="checkbox"/> Accepted by Contractor 10/29.
C. Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights for each of:	Contractor	---	<input type="checkbox"/> NOTE: Use form attached as Exhibit K to Agreement. Contractor has prepared for four listed employees.

Document or Open Item	Responsible Party	Signing Parties	Status
1. Patrick Conroy	Contractor	Patrick Conroy	<input type="checkbox"/>
2. Alex Kwok	Contractor	Alex Kwok	<input type="checkbox"/>
3. Randy Fediuk	Contractor	Randy Fediuk	<input type="checkbox"/>
4. Vipul Mishra	Contractor	Vipul Mishra	<input type="checkbox"/>