

County of Santa Cruz

PROBATION DEPARTMENT

P.O. Box 1812, Santa Cruz, CA 95061-1812
(831)454-3800 FAX: (831)454-3879

SCOTT MACDONALD
CHIEF PROBATION OFFICER

December 23, 2008

AGENDA: January 13, 2009

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, California 95060

SUBJECT: PROBATION'S CASE MANAGEMENT SYSTEM SOFTWARE AWARD OF CONTRACT

As your Board is aware, the Information Services Department has been working to update the County computing environment by migrating operations from the mainframe to new hardware and software systems in order to provide a reliable and maintainable information systems structure for the County. As part of this process, the Probation Department with the support of the County Administrative Office and Information Services is in the process of replacing our outdated Case Management System (CMS). This letter is to request that your Board approve award of a contract for the CMS software to AutoMon LLC, and approve the purchase of additional related hardware.

This project was approved by your Board during Budget Hearings for the Technology and Productivity Fund, and financing is provided through a 2008 Certificate of Participation Issue approved by your Board on June 24, 2008.

Beginning last May, the Probation Department, with the assistance of the Information Services Department, produced and distributed a Request for Information to vendors seeking information related to an integrated criminal justice information system. After each vendor demonstration, the case management system was critiqued and rated by staff from both the Probation Department and Information Services.

It is imperative that the Probation Department maintains the capacity to meet the data and reporting requirements for State mandated data reports for various agencies such as the California State Department of Justice, California Department of Corrections and Rehabilitation, Corrections Standard Authority and numerous grant reporting requirements.

Nationally, Probation Departments are moving towards Evidence Based Practices (EBP) as a means to produce better outcomes related to reductions in offender recidivism. EBP uses successful interventions to rehabilitate offenders and address the needs of the victims and the community. Evidence Based Practices rely on valid data to demonstrate that Probation's programs are successfully meeting the needs of the victim, the offender and the community.

An updated Case Management System, capable of accurately tracking numerous data and succinctly reporting out findings related to key outcomes is essential to the overall success and sustainability of probation programs. The new Case Management System will incorporate valid risk and needs assessments instruments that measure a probationer's risk to re-offend, and suggest the appropriate supervision and interventions they need to ensure public safety goals are met.

In a further effort to reduce overall system expense while still maintaining the system capabilities needs, the Probation Department is piggybacking off a contract awarded by Placer County to AutoMon LLC. By utilizing an existing contract Probation will be able to use numerous "off the shelf" components of the system, thus saving the expense of writing new reports or designing new modules. The Probation Department also believes AutoMon LLC is in the best position to provide sustainable and quality service, given that they are the predominant vendor in twelve California county Probation Departments; no other vendor of probation case management systems is in more than two counties.

In order for the Probation Department to provide quality public safety services in these times of shrinking resources, it is increasingly important that we are able to increase overall staff efficacy and quality while holding down costs through the development of a quality case management system.

After reviewing the proposals, the Probation Department along with Information Services, is recommending that the contract for the Case Management System be awarded to AutoMon LLC in the amount of \$473,988.

To complete the installation, the Probation Department will need to purchase additional hardware in the amount of \$25,600.

IT IS THEREFORE RECOMMENDED that your Board:

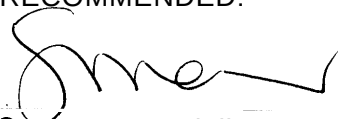
1. Approve a contract for the Case Management System with AutoMon LLC in the amount of \$473,988; and
2. Approve the purchase of related hardware in the amount of \$25,600;
3. Authorize the Auditor-Controller and County Administrative Office to make the necessary budget transfers, and
4. Authorize the Chief Probation Officer to sign the contract on behalf of the County of Santa Cruz.

Sincerely,



Scott MacDonald
Chief Probation Officer

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Information Services
CAO
General Services Purchasing
Probation Department
AutoMon LLC

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Probation (Department)

BY: Brian Foley (Signature) 12/31/08 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the Probation (Department/Agency)
AutoMon, LLC
and 14555 North Scottsdale Road, Suite #300, Scottsdale, AZ 85254 (Name/Address)
- The agreement will provide implementation of a case management system software used by the Probation Department to interface with Courts. Pre-Trial, and other Law Enforcement agencies.
- Period of the agreement k from January 2, 2009 to December 31, 2009
- Anticipated Cost is \$473,988.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
Remarks: \$290,000 is the FY08/09 portion only. The contract amounts are to be via a CERTS Bond.
- Detail: ☐ On Continuing Agreements List for FY - , Page CC- Contract No: OK ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 574000 (Index) 8404 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: CT 83742

By: R. Lantier Date: 12/31/08
Auditor-Controller Deputy

Paid via CERTS - memo appropriation

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Chief Probation Officer (Dept/Agency Head) to execute on behalf of the Probation Department

Date: 1-8-09

By: Susan Perin County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO Document No. 25 \$ JE Amount Lines H/TL Keyed By Date

TC110 Auditor Description \$ Amount Index Sub object User Code

MASTER AGREEMENT FOR LICENSED SOFTWARE AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date")

By and Between AutoMon LLC 14555 North Scottsdale Road, Suite 300 Scottsdale, AZ 85254 ("Vendor")	And COUNTY OF SANTA CRUZ 701 Ocean Street, Room 530 Santa Cruz, CA 95060 ("County")
Attention: Tom Jones Telephone No: (480) 368-8555 x120 Email: tjones@automon.com	Attention: Scott MacDonald, Chief Probation Officer Telephone No: (831) 454-3833 Fax No.: (831) 454-3827 E-mail Address: scott.macdonald@co.santa-cruz.ca.us

This Master Agreement for Licensed Software and Services sets forth the terms and conditions under which Vendor shall license the software programs and provide the support and other services described in the attached Statement of Work. The term "Agreement" means this Signature Page, the attached Terms and Conditions, all Schedules attached hereto, and any subsequent amendments.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

VENDOR

COUNTY OF SANTA CRUZ, CA

By:  (Signature)

By: _____ (Signature)

Its: President and CEO
(Type or Print Position)

Its: _____
(Type or Print Position)

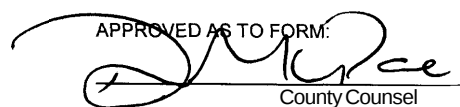
Date: 12/22/08

Date: _____

APPROVED AS TO INSURANCE:

 12/29/08
Risk Management

APPROVED AS TO FORM:

 12/26/08
County Counsel

GENERAL TERMS AND CONDITIONS

As used in this agreement:

1 DEFINITIONS

“Acceptance” shall have the meaning set forth in Section 2.2.2 (“Software Acceptance”).

“Caseload Explorer” or “CE” means Vendor’s proprietary probation, pretrial and parole case management software, with modules for Adult, Juvenile, Kiosk, Juvenile Institutions, and Financial Accounting as further described in the Statement of Work.

“Compliance Update” means a change in the applicable Law that occurs after the effective date of this Agreement that mandates a change in the operation of or data collected and reported by California county probation departments the effect of which is to require a modification of the Software. The following are not Compliance Updates within the scope of this definition: modifications necessary to qualify for grants or supplemental funding; modifications for which the County is provided with funding to comply with the change(s), changes about which there is substantial disagreement among California County Probation Departments about whether the change is mandatory or whether a modification to the Software is necessary.

“Computer System” means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software and other hardware or software components or programs that are used in conjunction with the Software.

County means the County of Santa Cruz, and in cases where this term is used to refer to the scope of the license granted to the County, it shall also mean employee(s), affiliate(s), agent(s), representative(s) and other persons under the direction or control of the County of Santa Cruz.

“Customization” means any improvement, derivation, extension or other change to the Software made by Vendor at the request of County, including any that result from the joint efforts or collaboration of Vendor and County. Vendor may from time to time and in its sole discretion, incorporate Customizations into the Software as “Enhancements”.

“Database Software” means relational database management systems (RDMS) such as Microsoft SQL Server, Oracle or similar Third-party Software that is utilized by the Software to store County data on a disk subsystem as part of the operation of the Software.

“Designated Processor” means the computer processing device that provides the primary control for the interpretation and execution of the Software. The County is receiving an enterprise class site license that does not restrict the County to a limited number of users. As such, the County may install the Software on an unlimited number of Designated Processors, so long as those processors are owned by the County and remain auditable and reported to Vendor. The County may also consider Virtual Machine Software (VMWare) a viable option as a Designated Processor.

“Documentation” means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Vendor for use with the Software.

“Enhancement” means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability or application.

“Error” means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation or as defined in the Statement of Work.

“Error Corrections” means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation and/or Statement of Work, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the adverse effect on County of such nonconformity.

“Hardware” means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the Statement of Work.

“Installation” means all tasks associated with installation of the Software on the Designated Processor and making the Software operational.

“Installation Date” means the date on which Vendor completes Installation of the Software on the Designated Processor or, in the case where County requests or causes a material delay in the performance of installation, the date set forth in the Project Schedule for commencement of acceptance testing.

“Law” means any applicable federal or State of California statute, law, ordinance or code, including case law interpreting the same.

“Minimum Requirements” means the minimum requirements for the Computer System as set forth on the Statement of Work. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Vendor.

“Notice of Completion” means: (a) if Vendor is to provide implementation services, a written notice from Vendor stating that installation and implementation of all Software at County’s site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Vendor stating that all Software has been delivered.

“Ordinary Use” means usage of the system that is consistent with normal commercial customs and usages for a Probation Case Management System within the State of California.

“Professional Services” means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Vendor under the terms of this Agreement.

“Project Management” means the process of planning, scheduling and controlling certain activities in order to meet project objectives.

“Project Schedule” and **“Project Schedules”** shall mean the calendar project schedules from the Statement of Work.

“Release” means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example: 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

“Site” means a single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the Statement of work.

“Software” means the Caseload Explorer (in object code format only) identified in the Statement of Work and includes Customizations, Error Corrections, Compliance Updates and new Versions and Releases of Caseload Explorer that may be provided under this Agreement. The term “Software” excludes any Third-party Software.

“Software Modification” has the same meaning as “Customization” if made at the request of County under the terms of this Agreement and “Enhancement” when made by Vendor as part of the development or enhancement of the Software.

“Statement of Work” shall be Appendix B to this Agreement and shall include the project documentation that details the Professional Services, policies and procedures for the project.

“Support Services” shall mean the ongoing annual Maintenance and Support Services for the Software that shall commence thirty (30) days after the effective date of the Acceptance of the Software. These Services are described in more detail in Appendix A below.

“Test Period” means the thirty (30) calendar day period following (a) County’s receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Project Schedule for commencement of Acceptance testing. After Vendor provides the Notice of Completion, the County may submit in writing to Vendor any errors it believes exist within the Software. Vendor will correct any reproducible Priority 1 and Priority 2 errors, as defined below in Appendix A, prior to Acceptance by the County, as defined above and set forth in Section 2.2.2 (“Software Acceptance”) below. If no Priority 1 or Priority 2 errors exist, or if they have been fully resolved for a period of five days, then Vendor will provide a written notice of Acceptance to be executed by County to memorialize Acceptance.

“Third-Party Software” means any third-party software program(s) necessary to operate the Software, but not provided to County under this Agreement and listed on the Statement of Work.

“Version” means Version means new versions and releases of the Software that contain technical improvements, Enhancements, Error Corrections and/or Compliance Updates to existing functionality in the Software which is indicated by a different number to the right of the decimal point (e.g., “4.1” and “4.2” represent different Versions of Release “4”).

2 SOFTWARE LICENSE

2.1 Grant. Vendor grants to County a perpetual, nontransferable (except as otherwise provided in Section 16.9 “Assignment”) nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

2.2 Acceptance Testing.

2.2.1 During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation and the Statement of Work. If the Software does not so conform, County shall promptly notify Vendor in writing and Vendor shall work diligently to correct all nonconformities free of cost to County. If after a reasonable period of time Vendor is unable to correct a nonconformity in the Software, County may, as its sole and exclusive remedy, invoke the penalty provisions of Section 14.1 “Penalty Invocation by County” below.

2.2.2 Software Acceptance. The Software shall be considered accepted for all purposes (“Acceptance”) upon the earlier of: (a) notification by County that the Software is in compliance by delivering the signed Acceptance; or (b) expiration of the Test Period if County fails to notify Vendor of any material nonconformity, material meaning any Priority 1 or Priority 2 error, during that period.

2.3 Scope of Rights.

County may

2.3.1 Install the Software on the Designated Processor(s) and may move the Software to a different processor(s).

2.3.2 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Vendor’s copyright and other proprietary legends are reproduced on each copy. County shall keep appropriate records of the number and location of all copies and make such records available to Vendor upon request. All copies that are made by County shall be the property of Vendor.

2.3.3 Make copies of the Documentation for County’s internal use only, provided that Vendor’s copyright and other proprietary legends are reproduced on each copy.

2.4 Restrictions. In addition to other restrictions set forth in this Agreement, County may not:

2.4.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement;

2.4.2 Use by the County of the Software for any purpose other than as probation or pretrial case management system;

2.4.3 Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by County under this Agreement; or

2.4.4 Without prior written approval of Vendor, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by the features provided in the Software,.

2.4.5 Without prior written approval of Vendor, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Agreement; or

2.4.6 Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

2.5 Title. Vendor reserves all rights not expressly granted to County hereunder. County understands that the license granted herein transfers neither title nor proprietary rights to County with respect to the Software or Documentation. Any data supplied by County shall remain the property of County.

2.6 Tools; Customizations. County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces or similar tools (“County Modifications”) for use with the Software, provided that such County Modifications do not use any part of the Software or require any modification or alteration of the underlying code of the Software. County Modifications are not covered by the warranty or maintenance arrangements with the Vendor. New Versions of the Software may result in the failure of such County Modifications and Vendor shall have no responsibility for the repairs of County Modifications. Vendor shall own all right, title and interest (including all associated intellectual property rights) in and to any Customization to the Software.

license and service fees. The County will not be charged for a new Product or any additional fees related thereto without a Change Order authorized by the County.

3 SUPPORT SERVICES.

3.1 Scope. Provided that County is current in the payment of the applicable support fee, Vendor shall provide the following support services (collectively referred to as **"Support Services"**):

3.1.1 Telephone Support. Vendor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day. Vendor may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to County. In addition, Vendor will provide County with cell phone number for a person on Vendor's support staff in the event time sensitive issues arise after hours. Response to afterhours calls from County is offered without response time guarantee.

3.1.2 Web Site. Vendor shall maintain a web site that contains information concerning the Software and Support Services.

3.1.3 Error Corrections. Vendor will respond to any Errors reported by County in accordance with its response policy attached hereto as Appendix A.

3.1.4 Compliance Updates. Except as specified in this section 3.1.4, Vendor shall provide County, in a timely manner, with Compliance Updates as part of new Versions. As part of the scope of this Agreement, Vendor agrees to monitor applicable changes in the applicable laws to help the County maintain the system compliance. The County agrees to promptly notify Vendor when it becomes aware of any applicable change of law that necessitates a Compliance Update. Vendor will provide up to 35 hours of technical effort on each Compliance Update without charge to the County. If any Compliance Update requires more than 35 hours of technical effort to accomplish, the entire cost of such Compliance Update shall be borne by the County, in part by Vendor and in part by similarly affected counties. Vendor shall assign the costs of such Compliance Update on a proportionate basis to similarly affected customers. The actual charge to the County for Compliance Updates that exceed the 35 hour limit set forth herein shall only reflect a proportionate share based on affected Customers, with Vendor assuming an equal share of such costs. Any Compliance Update work to be charged to the County shall be performed on a time and materials basis at the rates then in effect and shall be reflected in an authorized Change Order. County shall have the final decision on whether there is a need for Vendor to implement the Compliance Update.

3.1.5 Versions. Vendor will provide the County with new Versions of the Software so long as the County maintains a paid up software maintenance arrangement with AutoMon. The delivery of each Version and Release will include a complete, installable copy of the Software, and if applicable, installation and Release documentation. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the installation, integration, and training with respect to each Version and Release. For clarity, new Versions will maintain the functionality of Customizations, Enhancements and Interfaces provided for under this Contract or any Change Order. County understands implementation of a new Version may require County to upgrade its computer system and or systems software. In some instances, Vendor in its sole discretion may determine that new functionality in the Software may comprise a new product. New products are not included in new Versions and must be separately licensed by County. Such separate license may entail additional

3.2 Supported Software. Vendor's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Vendor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Vendor as additional consulting services for which County will be billed at Vendor's then-current time-and-material rates.

3.3 County Obligations.

3.3.1 County will maintain an internal Help Desk to provide first level user support to County's Users relating to basic system and application software questions or problems. Only County's Help Desk staff and Probation Department Designated staff are authorized to contact Vendor's Help Desk, and only after attempting to resolve user errors, or issues that are caused by the County's server hardware, network and desktops and related issues that arise.

3.3.2 County shall implement and follow the reasonable written instructions of Vendor regarding operation of the Software.

3.3.3 County shall purchase, install and maintain a Computer System that complies with the Minimum Requirements.

3.3.4 County shall perform all tasks necessary to install the Operating System and Database Software on the Designated Processor to make it operational and prepare such Designated Processor for the Installation of the Software by Vendor.

3.4 Third-party Software Support. Vendor shall provide County with telephone assistance for the Third-party Software which is embedded within the Software during the hours set forth in Section 3.1.1 ("Telephone Support"). If Vendor is unable to resolve a problem with the Third-party Software which is embedded within the Software, it shall contact the appropriate vendor on County's behalf and coordinate and monitor correction efforts by the vendor. In all instances, Vendor shall be responsible for ensuring the resolution of an issue regardless of whether or not it needs to bring in a Third-Party.

3.5 Services Outside Scope. The exclusions set forth in Section 8.3 ("Exclusions") shall apply to Vendor's obligation to provide Support Services under this Section 3. The parties agree that the County may request additional services by delivering to Vendor a "Change Order". Such other support services may include, without limitation, services related to: (a) additional training; (b) programming or configuration services; (c) business analysis; and (e) network analysis. Vendor shall provide to the County a written response to the request which describes in detail the anticipated impact of the request on the existing Software, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested change order may require the development of specific requirements in order to provide a response to the County for the requested work. The County understands and acknowledges that the County shall be charged for the development of requirements by Vendor if following notice to the County, the County instructs Vendor to proceed with requirements gathering and definition, whether or not the County ultimately requests Vendor perform all or a part of such work. Further, that based on the nature and scope, some change orders will require work to be performed on a time and materials basis rather than firm price bid.

4 OTHER SERVICES.

4.1 **Description.** Vendor shall provide Services (other than Support Services) as set forth in the Statement of Work.

4.2 **Implementation Services.** The terms set forth in this Section shall apply if the Statement of Work provides for the provision of implementationservices by Vendor:

4.2.1 **Joint Development.** Vendor and County shall jointly develop the Project Schedule using standard implementation methodology. The Project Schedule shall be made part of the Statement of Work without any further action.

4.3 **Amendments.** Vendor and County contemplate that the Project Schedule will from time to time be amended during the project. All amendments to the Project Schedule shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Unless otherwise stated in the applicable Fee Schedule, County shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Vendor's then-current rates and charges for the Services. Vendor will bill other Services as used.

4.3.1 **Performance Dates.** Scheduling of Dates/Out. Each party understands that any variation from the performance dates set forth in the Project Schedules within the Statement of Work may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

4.3.1.1 **Efforts.** Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Project Schedule and to meet the performance dates set forth in the Project Schedule.

4.3.1.2 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the Project Schedule, the parties may negotiate an adjustment to the Project Schedule in accordance with this Section 4.3.

4.3.2 **Personnel.** Vendor shall, as soon as practicable following the execution of the Statement of Work, assign a project manager (the "Vendor Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Vendor under the State of Work and who shall be the primary point of contact for Vendor. Vendor may replace the person serving as its Vendor Project Manager upon prior written notice to County.

The personnel assigned by Vendor to function during the course of the completion of this Contract shall be qualified to perform the tasks as described in this Agreement. Vendor's personnel whose conduct is incompetent, inefficient, or otherwise unsatisfactory to the County shall be replaced as soon as commercially reasonable upon written request of the County.

4.3.3 **County Project Manager.** County shall, as soon as practicable following the execution of the Statement of Work, assign a project manager (the "County Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of County under the Statement of Work and who shall be the primary point of contact for County. County may replace the person serving as its County Project Manager upon prior written notice to Vendor.

5 INSURANCE

Insurance Coverage. During the term of this Agreement, Vendor shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer' Liability	No less than the limits of liability required by law.
Automobile Liability	No less than 1,000,000
Data Processing Errors & Omissions.	1,000,000
Commercial General Liability	
General Aggregate	2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10 000

5.1 Vendor shall provide County with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

5.2 **Certificate.** Vendor shall name County as an additional insured on all insurance policies required under this agreement. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

5.3 Vendor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of Vendor's insurance coverage and shall not contribute to it.

5.4 If Vendor utilizes one or more subcontractors in the performance of this Agreement, Vendor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of Vendor in this Agreement.

6 FEES AND PAYMENT TERMS.

6.1 **License Fees.** County shall pay Vendor license fees for the Software, as set forth in Schedule 1.

6.2 **Support Fees.** County agrees to pay Vendor the support fees as set forth in Schedule 1 at the end of the first year following Software Acceptance. Unless otherwise stated in the Statement of Work, support fees shall be invoiced annually, in advance, commencing on the first anniversary of Acceptance. Vendor shall have the right to increase the annual support fees for the Software upon prior written notice. Support Fee increases will be limited to an annual escalation price of 5%. Vendor will notify the County no later than December 1st of the current support year for increases anticipated in the next support year.

6.3 **Other Services Fees.** Unless otherwise stated in the Statement of Work, County shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Vendor's then-current rates and charges for the Services. Vendor will bill other Services as used.

6.4 **Reimbursable Expenses.** County agrees to reimburse Vendor for all pre approved, reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging and communication expenses incurred by Vendor in connection with the performance of Services. Expenses shall not exceed the current recommended rates as defined by the U.S. General Services Administration (<http://www.gsa.gov>).



6.5 Invoices/Acceptance. All invoices shall be paid in accordance with the terms set forth in Schedule 1. If County delays an invoice payment for any reason, County shall promptly notify Vendor in writing the reasons for such delay. Unless otherwise agreed by both parties, Vendor may apply any payment received to any delinquent amount outstanding.

6.6 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Vendor will not submit an invoice nor will Vendor collect such taxes from the County.

7 ADDITIONAL COUNTY RESPONSIBILITIES.

7.1 Communications Equipment. County shall, at its sole expense, install and maintain communications equipment that will permit Vendor to have high speed Internet access to County's Computer System, including without limitation, modems and a dedicated, voice-grade phone line (no operator interface). The equipment shall meet Vendor's published specifications. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Vendor's provision of Support Services. Vendor shall, at its own expense, prohibit unauthorized access to the County Computer System through this Communication Equipment.

7.2 Site Condition. County shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

7.3 Records. County shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files.

7.4 Computer Virus Protection. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may from time-to-time be transmitted or downloaded. Vendor shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on County's computer platform or database.

7.5 Security. County shall, at its own expense, protect the security of its Computer System and to prohibit unauthorized access to the Computer System. Vendor shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System, caused solely by the County.

8 WARRANTIES.

8.1 Software. Vendor warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation as well as all functionality described in the Statement of Work for a period of three-hundred sixty-five (365) days after the Acceptance Date. Vendor agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Vendor warrants that any Enhancement, Customization, Compliance Update and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Vendor warrants that the Software does not contain any disabling devices that would allow Vendor to terminate operation of the Software. Vendor further warrants that to the best of its knowledge, the Software does not contain any viruses.

8.2 Third-party Software; Hardware. EXCEPT FOR THIRD PARTY SOFTWARE WHICH IS EMBEDDED IN THE SOFTWARE, WHICH IS EXPRESSLY EXCLUDED FROM THIS DISCLAIMER AND COVERED BY SECTION 3.4, VENDOR MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD PARTY SOFTWARE PRODUCT. IF ANY, IS

ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Exclusions. Vendor's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon County's proper use and do not include:

8.3.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than Ordinary Use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Vendor;

8.3.2 Problems and errors that Vendor and/or County cannot reproduce;

8.3.3 Problems relating to or caused by (a) any Hardware, third-party software, Internet Service Provider (ISP) or software that was not supplied by Vendor or (b) use of a Computer System that does not meet the Minimum Requirements; or

8.3.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

8.4 Errors, defects, and malfunctions that are traceable to any of the foregoing or any County errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Vendor's then-current time-and-material rates, including out-of-pocket expenses.

8.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

9 CONFIDENTIAL INFORMATION.

9.1 Defined. As used in this Section 9, "Confidential Information" includes the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal County and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9.1, County specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation comprise Confidential Information and know-how that are the exclusive property of Vendor.

9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. County further agrees that it will not allow any form or variation of the

Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. County shall not disclose the results of any performance or functionality tests of the Software to any third party without Vendor's prior written approval.

9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10 INTELLECTUAL PROPERTY INDEMNIFICATION.

10.1 Scope. Vendor agrees to indemnify and defend County against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon County's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against County or paid in settlement. Vendor shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing. Vendor agrees that it will not enter into a settlement hereunder without the prior written approval of the County.

10.2 Notice. County shall give Vendor prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Vendor's rights in the Software.

10.3 Alternatives. Vendor shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 10.1 ("Scope"), Vendor may, in its sole discretion, (a) procure for County the right to continue using the Software; or (b) provide substitute, non-infringing Software that is similar in all material respects to the current software.

10.4 Exclusions. Vendor shall have no obligation under this Section 10 with respect to any claim or action that is based upon (a) County's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware or system; (c) modification of the Software other than by a representative of Vendor; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

10.5 Sole Remedy. This Section 10 states Vendor's sole responsibility and obligation, and County's sole and exclusive remedy for any infringement claim.

11 LIMITATIONS OF LIABILITY.

11.1 Limitation and Disclaimer. VENDOR'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED VENDOR'S INSURANCE COVERAGE.

11.2 Hold Harmless and Indemnification. The Vendor hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action with respect to personal injury or property damage to the extent resulting from the negligence or willful misconduct of Vendor in the performance of services hereunder including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County. Vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Vendor provided that County provides Vendor with prompt written notice of

any claim subject to indemnification hereunder, the exclusive right and authority to settle or defend such claim, all relevant information relating thereto and cooperates with Vendor in connection with the settlement of defense thereof. Vendor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Vendor or County or to enlarge in any way the Vendor's liability but is intended solely to provide for indemnification of County from liability for injuries to third persons or property arising from Vendor's negligence or willful misconduct in the performance pursuant to this contract or agreement.

12 THIRD-PARTY SERVICE DISCLAIMER Unless otherwise stated in the Statement of Work, Vendor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Vendor against, any claim, injury, loss, damage or expense, either direct or indirect, incurred, made or suffered by County in connection with or in any way arising out of the furnishing, performance or use of services provided by any third party contracted by County to perform services in connection with the Software.

13 TERM.

13.1 Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Statement of Work has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 15 ("Dispute Resolution").

13.2 Software Party Software Support Services. Unless otherwise provided in the Statement of Work, Support Services for Software and shall commence on the first of the month next following Acceptance and shall continue for an initial period of thirty six (36) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by County or terminated for any period, and County desires to reinstate such services, County shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

13.3 Other Services. The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the Statement of Work.

14 TERMINATION.

14.1 Termination by the County for Cause. County may terminate this Agreement for "cause" in accordance with this subsection. For purposes of this subsection, "cause" means a continuous, repeated, or systemic failure to provide the Software that meets the acceptance criteria set forth in the documentation and/or Statement of Work. In such event, the County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the County is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the County is relying upon. Following such notice, Vendor shall have sixty (60) days to cure such problems. Throughout such sixty (60) day period, Vendor and County representatives will meet weekly to discuss resolution of issues and identify any remaining outstanding issues. If at the end of the sixty day period of time no issues remain, the County will rescind its notice to terminate, sending Vendor formal notice of the same. In the event that "cause" still exists at the end of such period, the County may terminate this Agreement as of that date and the vendor will return all monies paid.

14.2 By County. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, County shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Vendor with written



notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Vendor under this Agreement, if any. No penalty shall accrue to County in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 14.3 ("Fiscal Insolvency"), County agrees to grant Vendor a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 14.3 ("Fiscal Insolvency"). If funds should not become available within two (2) years of said date, County shall be free to contract with Vendor or any other available source when they do become available.

14.3 Fiscal Insolvency/Source Code Escrow. Vendor shall deposit and maintain in an escrow account, with a bank or company acceptable to County as escrow agent, the source code and de-encryption code for the Software and any relevant and necessary documentation in electronic form, for the duration of the term of this Agreement including any extensions. Vendor further agrees to enter into a Source Code Escrow Agreement and to abide by the terms therein. Vendor shall, from time to time, deposit with the escrow agent the source code for any updates or modifications to Software which Vendor delivers to County during the term of this Agreement. Vendor shall provide County with notice of the escrow agent selected and the number of the account or safe deposit box into which the source code is deposited. In the event that Vendor shall be pronounced by County to be in default with respect to any of the events of default set forth in the Source Code Escrow Agreement, the parties agree to abide by the conditions and procedures set forth in the Source Code Escrow Agreement. Should County ever exercise the option to obtain the source code, County shall only use it for purposes of continuing the operation of the System.

14.4 Effect of Termination. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to Vendor within one (1) month after the termination date.

15 DISPUTE RESOLUTION.

15.1 Informal Dispute Resolution. If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representative shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

15.2 Formal Dispute Resolution. In the event of any dispute between the parties which arises under this Agreement and cannot be resolved under Section 15.1 ("Informal Dispute Resolution") above, such dispute shall be submitted to a mediator agreed upon by the parties. The mediation shall be conducted in the County of Santa Cruz, California, unless the parties consent to a different location. Each party shall bear their own costs associated with the mediation. Any questions involving contract interpretations shall be resolved using the laws of California.

16 GENERAL.

16.1 County List; Publicity. County authorizes Vendor to use County's name in its list of Counties. Vendor may publicly refer to County (by name only) as being a Customer of Vendor, and only in relation to this Agreement except as otherwise authorized by County.

16.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties. For the County, only the Santa Cruz County Board of Supervisors may be considered a duly authorized representative of the County.

16.3 Notices.

16.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient. Any written notice required to be sent under Section 14 ("Termination") or Section 15 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail or express) or commercial courier.

16.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

16.3.3 Contact Person. Notices shall be addressed as follows:

Automon LLC
Attn: President
14555 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85254

County of Santa Cruz
Attn: Chief Probation Officer
303 Water Street, Suite 9
Santa Cruz, CA 95060

AND

County of Santa Cruz
Attn: Director of Information Services
701 Ocean Street, Room 530
Santa Cruz, CA 95060

Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.

16.4 Technology Life Expectancy. County understands, acknowledges and agrees that the technology upon which the Hardware, Software and Third-party Software is based changes rapidly. County further acknowledges that Vendor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality and usability. As a result, Vendor does not represent or warrant that the Software provided to County under this Agreement or that the Computer System recommended by Vendor will function for an indefinite period of time. Rather, Vendor and County may, from time to time, analyze the functionality of the Software and Computer System in response to changes to determine whether County must upgrade the same. County upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-party Software. County is solely responsible for all costs associated with future resources and upgrades.

16.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

16.6 Statute of Limitations. No party may commence an action under this Agreement more than four (4) years after the expiration of its term, or, in the event of a breach, more than four (4) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than four (4) years after the breach could, in the exercise of due diligence, have been discovered by such party.

16.7 Injunctive Relief. Vendor and County agree that in the event of any breach of Section 9 ("Confidential Information"), monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

16.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue of choice shall be considered the Court of first instance in Santa Cruz County. Vendor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

16.9 Assignment. County shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Vendor, which consent shall not be unreasonably withheld or delayed. Vendor shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

16.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

16.11 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

16.12 Subcontractors. Vendor reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Vendor shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

16.13 Independent Contractor. The relationship of Vendor to County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

16.14 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

16.15 Non-Discrimination. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, VENDOR agrees as follows:

A. The VENDOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of 50,000 to VENDOR and if VENDOR employees fifteen (15) or more employees,

the following requirements shall apply:

(1) The VENDOR shall, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the VENDOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in VENDORS solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the VENDOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said VENDOR may be declared ineligible for further agreements with the COUNTY.

(3) The VENDOR shall cause the foregoing provisions of this Section to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than 50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

16.16 Off-Shore Outsourcing of Services Vendor certifies that any services performed on any purchase order or contract with the County of Santa Cruz, either by Vendor, or any subcontractor, will be performed solely by workers within the United States.

16.17 Living Wage Whenever applicable, the following provisions will apply to service agreements: "This contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract will be considered a material breach and may result in termination of the contract or pursuit of other legal or administrative remedies." If a contract for covered services in excess of 50,000 is terminated prior to its expiration, any new contract with a subsequent Vendor for the same services must include this term: "Vendor shall make best effort to offer employment to qualified employees of the prior Vendor for the performance of this contract. Such efforts shall not be required in regard to employees who are: (1) exempt under the Fair Labor Standards Act; (2) family members of the prior Vendor; (3) employed by the prior Vendor for less than six months; or (4) convicted of job-related or workplace crime. Upon request by the County, the Vendor shall demonstrate to the County that good faith efforts have been made to comply with this provision."

16.18 License and Permits Vendor's employees shall possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the contract signing. The Vendor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

16.19 Entire Agreement. This Agreement, including all attachments, embodies the entire agreement and understanding between Vendor and County with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by County which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Vendor. In the event of a conflict between the two documents, the Agreement shall take precedence.



Attachment A Maintenance and Support Services Definition of Error levels

Support Services for Documented Defects

Throughout the term of this Agreement, Vendor shall correct or otherwise cure Documented Defects (as defined below) to the then current Version Release of the Software. Any technical or other issue for which the County requests services, but which is not a Documented Defect, shall be treated as a request for additional services from Vendor and may result in a charge to the County. In no event shall Vendor invoice the County for such additional services without receiving prior written authorization from the County for such charges.

Definitions

As used in this Appendix A, the following terms have the meanings set forth below:

- a) "Circumvention" or "Circumvention Procedures" shall mean, as applied to a Documented Defect, a change in operating procedures whereby the County can reasonably avoid any deleterious effects of such Documented Defect.
- b) "Documented Defect" means a failure of the Software to properly perform any of its intended functions. The County must use reasonable effort to document a Documented Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the County must deliver such information to Vendor concurrently with its notification to Vendor of such defect. The County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Vendor of such defect, including, but not limited to, issues related to the network, user training, County-produced extensions, and data problems not caused by the Software.

Documented Defect Correction

Vendor shall provide the County with procedures for contacting support staff during normal business hours (8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding national holidays) for Priority Level 1, 2, 3, 4 and 5 (as defined in Appendix A) Documented Defects. Vendor will assist the County in the diagnosis of any Documented Defect. Determination of the service level shall be based on the operational needs of the County Probation Department. Vendor agrees to correct or otherwise cure Documented Defects in accordance with the priority levels as defined in this Appendix A.

Priority 1

- a) Definition. A Documented Defect that causes either: (i) **loss** or corruption of data; or (ii) complete failure of essential Software functionality.
- b) Response Time. Vendor shall provide an initial response to Service Level 1 Defects within one **hour** of receipt of defect documentation.
- c) Response. Vendor will immediately assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Vendor's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that Vendor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.
- d) Resolution Time. Vendor will use commercially reasonable efforts to resolve such Documented Defect within one business day.
- e) Limitations. Vendor's responsibility for lost or corrupted data is limited to assisting the County to restore the database to a known, accurate state.

Priority 2

- a) Definition. A Documented Defect that causes failure of essential Software functionality with an existing Circumvention Procedure.
- b) Response Time. Vendor shall provide an initial response to Service Level 2 Defects within one (1) business day of receipt of defect documentation.
- c) Response. Vendor will promptly assign appropriate personnel to diagnose and correct the Documented Defect. Vendor's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that Vendor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. Vendor will use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days, and in any event as promptly as reasonably possible.

Priority 3

- a) Definition. A Documented Defect that causes failure of non-essential Software functionality.
- b) Response Time. Vendor shall provide an initial response to Service Level 3 Defects within five (5) business days.
- c) Response. Vendor will assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Vendor's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that Vendor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. Vendor will use commercially reasonable efforts to resolve such Documented Defect within twenty-five (25) business days.

Priority 4

- a) Definition. A Documented Defect that causes failure of non-essential Software functionality with an existing Circumvention Procedure.
- b) Response Time. Vendor shall provide an initial response to Service Level 3 Defects within ten (10) business days.
- c) Response. Vendor will deliver to the County correcting software. Vendor's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that Vendor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. Vendor will deliver to the County correcting software with the next version release.

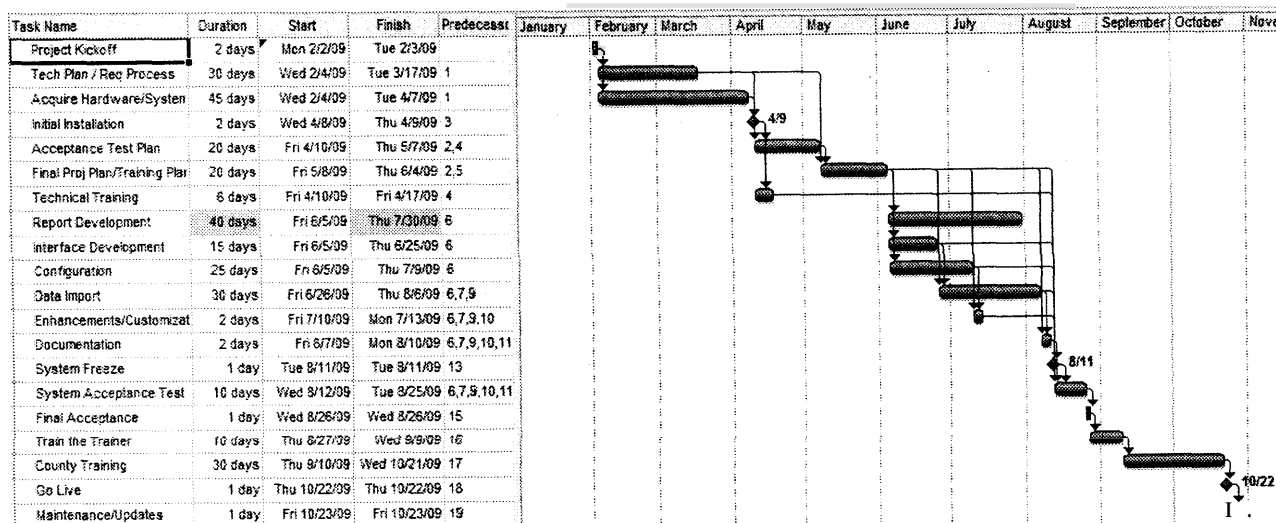
Priority 5

- a) Definition. A cosmetic or other defect in the Software that does not qualify as a Service Level 1, 2, 3 or 4 defect.
- b) Response Time. Vendor shall provide an initial response to Service Level 5 Defects within ten (10) business days.
- c) Response. Vendor will deliver to the County correcting software at its option in a future release. Vendor's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that Vendor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. Vendor will deliver to the County correcting software at Vendor's discretion in a future version release.

Attachment B

Project Plan and Statement of Work

A Gantt chart showing the high level tasks for this project is included below. Tasks are fully described in the Statement of Work.



STATEMENT OF WORK

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General Information:

The following Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the implementation of the Software for the County of Santa Cruz ("County"), for the Department of Probation, pursuant to the Master Agreement for Licensed Software and Services between AutoMon LLC ("Vendor") and the County.

Vendor will deliver Software and services, as further described and defined below:

- Caseload Explorer, Vendor's proprietary case management software solution.
- Services, including Configuration, Interfaces, data conversion and other tasks set forth in this SOW and exhibits and attachments hereto and to the Agreement.

Format:

Each major task includes the following: Title, Objective, Task Description, County and Vendor Responsibilities, and Acceptance Criteria. The major tasks are depicted on the Project Performance Schedule. This SOW is not formatted chronologically. Accordingly, more than one task will be worked on simultaneously.

General Responsibilities

The primary purpose of the Statement of Work is to set forth Vendor's and County's responsibilities to each for the implementation of the Software as contemplated in the Agreement to which this Statement of Work is an Attachment. The parties' intent is to install, configure and enhance, train and place into productive use a unified, integrated system, offering seamless access, to Pretrial, Adult Probation, Juvenile Probation, Juvenile Institutions, Financials, Kiosks and information contained in indicated foreign systems.

Vendor and County will work together to accomplish their mutual goal of satisfying County Probation's specific requirements, as set forth in the Contract and exhibits and attachments thereto. The intended result is a solution that is fully featured, highly functional, integrated software solution for use by the Probation Department in County.

The following general project responsibilities are not defined by a specific task within the SOW.

Vendor Responsibilities:

Vendor will designate a Project Manager who will direct County's efforts and serve as the primary point of contact to County's Project Manager. The responsibilities of the Vendor Project Manager may include:

- a. Maintain project communications with the County Project Manager
- b. Manage the efforts of Vendor staff and coordinate Vendor's activities with County's project team members.
- c. Measure, evaluate, and report project progress monthly, including estimated costs for time and materials price items.
- d. Resolve deviations from project scope, as defined within the Contract.
- e. Support County's installation of system software and database software.
- f. Production of monthly status reports, in a format mutually agreed upon.
- g. Conduct regular status meetings with County via telephone or online demonstrations when deemed appropriate by either party to discuss project status.
- h. Create and maintain an action item log to be used in conjunction with the project performance schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify assignment of tasks to the parties according to the general responsibilities described in this SOW.
- i. Direct the efforts of the Vendor and Support the efforts of the County on data conversion, Enhancements, Customizations and Interfaces. Respond to Software related questions from County in a timely manner.



- j. Monitor the tasks required of Vendor and County staff to meet milestones in the SOW and Project Performance Schedule

County Responsibilities:

County will designate a Project Manager who will direct the County team members' efforts and serve as the primary point of contact for Vendor. The responsibilities of the County Project Manager may include:

- a. Maintain project communications with Vendor Project Manager.
- b. Identify the efforts required of County staff to meet County's task requirements and milestones in the STATEMENT OF WORK and Project Performance Schedule.
- c. Review the preliminary Project Schedule with Vendor's Project Manager and assist Vendor in developing a detailed Project Schedule defining the detailed tasks and a schedule of Vendor and County responsibilities as defined by the Contract.
- d. Measure and evaluate project progress necessary to report to County executives.
- e. Monitor the project to insure County support resources are available as scheduled.
- f. Attend telephonic, online and in person status meetings with Vendor's Project Manager.
- g. Liaison and coordinate with County and other County agencies involved in the performance of tasks.
- h. Direct the efforts of the County and Support the efforts of the Vendor on data conversion, Enhancements, Customizations and Interfaces. Respond to Software related questions from Vendor in a timely manner.
- i. Assign personnel to work with Vendor staff, as needed throughout the duration of the project
- j. Work with Vendor personnel to resolve the action item list.
- k. Notify Vendor Project Manager immediately if any delay caused by Probation may affect any milestone.

Task 1: Project Kickoff

Task Description:

The project will be initiated with a Project Kickoff including key Vendor and County project participants.

The objectives of this task include:

- a. Introduce all project participants
- b. Review overall project contract scope and its objectives
- c. Review preliminary project performance schedule
- d. Review roles of key participants
- e. Establish a clear chain of communication and authority
- f. Discuss project's management plan
- g. Review project's change control procedures
- h. Establish a project action item log process
- i. Review resource and scheduling requirements

Vendor Responsibilities:

- a. Ensure appropriate Vendor personnel attend the Project Kickoff Meeting – (Santa Cruz County, CA).
- b. Establish project communications with County Project Manager.
- c. Review the project's change control process with County Project Manager.
- d. Establish project action item log with County Project Manager.
- e. Discuss and develop project management plan with County Project Manager.
- f. Provide resumes of Vendor personnel assigned to the project.

County Responsibilities:

- a. Ensure all appropriate County personnel attend the Project Kickoff Meeting.
- b. Establish project communications with Vendor Project Manager.
- c. Work with Vendor Project Manager in establishing project management plan (change control, action item and risk management, acceptance process, status reporting).
- d. Assign County project team roles and responsibilities.
- e. Submit organization chart and roles document to Vendor for approval.

Acceptance Criteria:

This task is considered complete when the Project Kickoff Session has been held with County and Vendor representatives in attendance and project schedules, roles and responsibilities and any issues and action items are documented, project management processes are documented and agreed within ten (10) business days of the Project Kickoff Meetings.

Task 2: Technical Planning and Requirements Process

Task Description:

The following Technical documents will be completed:

- a. Detailed Requirements Document: describes agreed upon functions, deliverable items and assumptions, as well as defining the associated system interfaces. Requirements will be detailed enough to create measurable test scenarios.
- b. Detailed Work Plan: Create and Finalize a Work Plan, which includes: a detailed schedule of staff-weeks of effort for each task showing Vendor and County personnel assignments and efforts separately; schedule of expected on-site support provided by vendor staff for each phase of the project; a GANTT chart showing the planned start and end dates of all tasks and identifying the critical path.
- c. Conversion Plan describes procedures required for data conversion.

Vendor Responsibilities:

- a. Prepare a draft Requirements Document, Work Plan and Conversion Plan and submit to County for review and submittal to County for approval.
- b. Work with County to finalize the Requirements Document, Work Plan and Conversion Plan.
- c. Submit revised Requirements Document, Work Plan and Conversion Plan to County for approval within fifteen (15) business days of receipt of each document deficiencies list.

County Responsibilities:

- a. Provide all available relevant documentation on current automated and manual systems.
- b. Provide vendor with a general description of required system features and implementation considerations.
- c. Clarify, at the Vendor's request, County policy, regulations and procedures.
- d. Review the draft Requirements Document, Work Plan and Conversion Plan and identify in writing any specific deficiencies found within fifteen (15) business days of receipt of each document.
- e. Work with Vendor to finalize the Requirements Document, Work Plan and Conversion Plan.
- f. Review and approve the Requirements Document, Work Plan and Conversion Plan.

Deliverables:

- a. Final Requirements Document.
- b. Final Work Plan.
- c. Final Conversion Plan

Acceptance

The County will accept the final Deliverables upon receipt of the final Deliverables and the final Deliverables Plan documents.

Certificate of Completion

The deliverables described in the Statement of Work for this task has been completed. Completion of this task triggers the payment milestone related to the license price of the Software.

Vendor Project Manager

Date

Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed **list** of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date



Task 3: Installation of Pre-Configured Software

Task Description: Within 30 days following the effective date of the Agreement, Vendor will physically install the Software on County Servers. This task includes a test of the Software to insure that the Software operates consistent with Documentation. The pre-configured Software will contain reports and standard attributes, but this task does not contemplate that the Software will be ready to use in the County. Testing will be performed by County within 5 days of installation by Vendor.

Vendor Responsibilities:

- a) Installation of the Software on Counties servers.
- b) Initial configuration and code settings of the Software to allow for access and usage.

County Responsibilities:

Installation and configuration of the County servers, including systems and database software in accordance with the manufacturer's instructions and Vendor's installation documentation.

Deliverables:

Installed and operational Software.

Acceptance Criteria

Customer will accept this task as complete when the County Project Manager and the Vendor Project Manager mutually agree that the pre-configured Software is installed and accessible for use.

Certificate of Completion

The deliverables described in the Statement of Work for this task has been completed. Completion of this task triggers the payment milestone related to the license price of the Software.

Vendor Project Manager

Date

Acceptance/Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 4: Acceptance Test Plan

Task Description:

County will provide to Vendor a template of the format to be used to define the Acceptance Test Plan (ATP). The Acceptance Testing Task includes parallel testing and any other systems tests that the County deems necessary to accept the software applications and hardware configuration. This document will, once completed, define the acceptance test scripts, test procedures and acceptance criteria, defect definitions, and the resolution process for deficiencies. The ATP cannot be finalized until the Requirements document has been approved. The ATP includes the acceptance criteria to ensure the Software operates in accordance with the specifications identified in the Agreement and Requirements Document. Testable The ATP will specify whether the method for assuring Technical Requirements is by demonstration, review, or by test procedure.

Task Description:

Develop the overall approach to testing including hardware, software and final system acceptance criteria.

County Responsibilities:

- a. Provide an ATP template for Vendor to review.
- b. Prepare the ATP for functional requirements of application.
- c. Prepare ATP for testable technical requirements.
- d. Prepare ATP for interfaces.
- e. Prepare acceptance test data for use in the ATP.
- f. Validate results from executing the ATP.
- g. Document and inform vendor of any problems.
- h. Approve application following error and deficiency correction.

Vendor Responsibilities:

- a. Review the ATP template and provide comments to County.
- b. Review the ATP document and identify in writing any specific deficiencies found within ten (10) business days of receipt.
- c. Provide support and related information to assist County in completing the ATP.
- d. Review and acceptance of the ATP
- e. Provide error correction and similar support County efforts while running the acceptance tests.

Deliverables

- a. Acceptance Test Plan
- b. Acceptance Test Data
- c. Acceptance per contract and Requirements Document.

Acceptance Criteria

This task is considered complete when Vendor signs off on the ATP and corrects any application deficiencies which prevent execution of any test within the ATP.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 5: Finalize Project Schedule and Training Plan

Task Description:

The objective of this task is to finalize the Project Schedule and finalize the Training Plan.

The Project Schedule is based upon the requirements identified and the associated project objectives, plans, schedules, approvals, priorities, and inter-dependencies among tasks. The Project Schedule will be finalized and mutually agreed upon between the parties. The resulting document defines project tasks, completion date, resource assignments, and inter-dependencies.

The Training Plan includes the overall training strategy, schedule, brief course descriptions, course objectives, resource required, target audience and method of delivery.

Vendor Responsibilities:

- a. Confirm and approve the Project Schedule.
- b. Prepare a draft Training Plan and submit to County for review and County for approval.
- c. Submit a final Project Schedule and Training Plan, to County for approval.

County Responsibilities:

- a. Analyze with Vendor project personnel, the identified requirements and finalize the Project Schedule.
- b. Review the draft Project Schedule and Training Plan and identify in writing any specific deficiencies found within ten (15) business days of receipt of each document.
- c. Approve the final Project Schedule and Training Plan.

Deliverables

- a. Training Plan
- b. Updated Project Schedule (Work Plan)

Acceptance Criteria

This is considered complete upon Vendor and County sign off of the final Project Schedule and Training Plan. This final schedule will be the governing project schedule template by which all future changes to the final project schedule are subject to the written agreement of the parties. Changes of more than one week are subject to the written agreement of the parties.

Indicate of Completion

The deliverables described in the Statement of Work for this task have been completed or not

Vendor Project Manager

Date

Acceptance/Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 6: Technical Training

Task Description

Technical training is to be provided to the vendor to allow the County to have sufficient knowledge of the design and implementation of Caseload Explorer such that the County can develop and extend the system. This training will familiarize County technical staff with the design patterns present throughout the CE database. It will include information necessary to design reports based on SQL Server Report Builder as well as SQL Server Reporting Services. It will include information necessary to add reports to the standard CE menu system and the process of creating and attaching report parameters to report templates. It will also cover the process of creating new tree nodes and associated filters. The process of creating and adding data elements to be exposed through the Caseload Explorer / Microsoft Word Interface will also be covered.

County Responsibilities

- d. Provide a suitable training facility with network access to the CE database and web site.
- e. Provide appropriate training facility with LCD projector, screen, copies of training materials and similar necessary to train the designated number of persons
- f. PC's should have SQL Server Management Studio pre-installed.
- g. Attendees should have the ability to understand complex database relationships and be familiar with SQL Server and writing of simple and complex Transact SQL statements as well as stored procedures.
- h. Provide specifications for needed reports to be used as part of the training curriculum.

Vendor Responsibilities

- a. Provide database documentation at a suitable location to accomplish the training goals.
- b. Conduct training

Deliverables

- a. Onsite Training by Vendor

Acceptance Criteria

This task is considered complete when Vendor has provided technical training to County personnel as defined in this task.

- a. Provide County standard PCs for each "Trainer" person to be trained, and for the trainer.
- b. Provide connection to the test/training server from the training room and training PCs.
- c. Develop workgroup-specific training and deliver to end users by Probation Trainers.

Deliverables:

- a. Onsite Training by Vendor
- b. Training videos for juvenile and adult supervision (including Pretrial Services), accounting and institutions functions.

Acceptance Criteria

This task is considered complete when Vendor has provided training to County personnel, as defined in the Training Framework.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance/Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 7: Interface Development

Task Description:

This task begins with the requirements assessment of the required Interfaces. The requirements document for the Interfaces will include a design schema, detailed definitions of the data to be exchanged, and the methodology of the exchange. It will also include any Enhancements to the Software needed to collect or format data. Once the requirements are fully identified, Vendor will build, test and document the Interfaces. Interface documentation will address error handling, frequency, triggering mechanism, matching mechanism, data validation, security, processing priority, and **XML** schema (if used). County will enhance its ATP to incorporate the Interfaces.

County Responsibilities:

- a. Provide details of the foreign systems with which the information will be exchanged
- b. Provide access to individuals knowledgeable about the foreign systems so the requirements of the interfaces can be defined and tested
- c. Approve final Requirements Document
- d. Assist with the installation of the Interfaces on the County Servers
- e. Provide appropriate network access to test the Interfaces.
- f. Perform tests outlined in the ATP on the Interfaces.

Vendor Responsibilities:

- a. Meeting and exchanging information with persons made available by the County, Vendor will develop a requirements document for the Interfaces to be built
- b. Submit final Requirements Document to County for approval
- c. Develop the necessary Software side of any Interfaces and provide documentation for the purpose of creating/validating tests.
- d. Install the build of Interfaces on County servers.
- e. Support County testing of the Interfaces

Deliverables:

- a. Updated requirements document as it applies to each interface.
- b. Built out interfaces

Acceptance Criteria

This task is considered complete when the Interfaces have been installed on County servers and the Software has passed the Acceptance Tests to be performed by County.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 8: Configuration

Task Description:

This task involves identifying the configuration changes to Caseload Explorer needed to accommodate County specific needs as defined in the Requirements Document and then manifesting these configuration changes in Caseload Explorer. Enhancements are also defined in the Requirements Document, but covered in a separate task.

County Responsibilities:

- a. Appoint a person or persons of requisite experience and expertise with regard to the operation and functions of each area of County business area to meet with Vendor, such that County's configuration needs can be identified.
- b. Approve Configuration Document
- c. Modification of Probation business processes to correspond with tailored Vendor application.

Vendor Responsibilities:

- a. Meet and otherwise communicate with the appointed persons from County to identify the configuration changes needed
- b. Document the configuration changes needed by County and present for approval
- c. Configure Caseload Explorer to reflect the business processes of County identified.

Deliverables:

- a. Deliver a configured version of Caseload Explorer to County servers.
- b. Documented configuration changes for the purpose of creating suitable acceptance tests.

Acceptance Criteria

This task is considered complete when the Vendor software has been installed at County and the software has passed the Acceptance Tests to be performed by County.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed

Vendor Project Manager

Date

/R

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 9: Data Import

Task Description:

Deliver Vendor's intermediate data format documents ("IDF") to County. IDFs will be used to map the data in County legacy system(s) to the Software. County will review and clean up data in the legacy system prior to export to the IDF formatted files. Vendor is not responsible for the data clean up or faulty data. Vendor and County will coordinate on the validation tests to evaluate data integrity.

County Responsibilities:

- a. Clean up the data prior to the export to the IDF tables
- b. Export the legacy data from the County legacy system(s) to the IDF formatted tables.
- c. Determine the desired success rate and quality of converted data.
- d. Review and certify "Acceptance" of the converted data imported into CE
- e. Repeat process up to five times.

Vendor Responsibilities:

- a. Modify the IDF to reflect County's configuration.
- b. Import the County data from the IDF into CE.
- c. Provide reports to assist in improving the conversion process, specifically that identify errors.

Deliverables:

- a. Extended IDF documents
- b. Conversion reports
- c. Certified Acceptance by County

Acceptance Criteria

This task is considered complete upon County acceptance that the final data conversion has occurred and IDF documents are updated to reflect County data.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance/Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 10: Enhancements and Customizations

Task Description:

This task involves building Enhancements and Customizations to the Software identified in the Requirements Document. New and modified Reports are a part of the Enhancements and Customizations.

County Responsibilities:

Appoint a person or persons of requisite experience and expertise with regard to the operation and functions of each area of County probation business areas to answer questions and review Vendor's progress towards building the required Enhancements and Customizations.

Approve Requirements Document

Vendor Responsibilities:

- a. Meet and otherwise communicate with the appointed persons from County regarding the Enhancements and Customizations being made to the Software. Submit Requirement Document for approval
- b. Build the Enhancements and Customizations to the Software identified in the Requirements Document.
- c. Review at regular intervals the progress on the Enhancements and Customizations.
- d. Document to the extent necessary the Enhancements and Customizations so that the County can prepare the ATP and train its users.
- e. Install the Enhancements and Customizations on County servers.

Deliverables:

- a. Delivery an enhanced version of the Software to County servers.
- b. Documentation of the Enhancements and Customizations where appropriate.

Acceptance Criteria

This task is complete when the Software has been installed on County servers

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 11: System Documentation

Task Description:

Deliver the most recent copy of the Systems Documentation to County. Vendor shall provide one electronic copy of each.

Vendor Responsibilities:

- a. Deliver the CE user's manual, training guides, system administration manual to County.

County Responsibilities:

- a. Provide additional user how to guides that it deems necessary for its staff.

Deliverables:

- a. Vendor shall provide to County one final electronic copy in Microsoft Word of the user manual, training guide, and system administration manual.

Acceptance Criteria

This task is considered complete upon delivery of Vendor's standard generic Documentation to County.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance. ii

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 12: Perform System Acceptance Test (SAT)

Task Description:

Perform System Acceptance Test (functional tests) of **CE** to demonstrate the required functions and features, as defined in the Acceptance Test Plan (ATP).

County Responsibilities:

- a. Provide test cases and procedures as provided for in the ATP.
- b. Perform the functional acceptance test on site, as described in the ATP

Vendor Responsibilities:

- a. Provide Probation with System Documentation as described in Task 9.
- b. Support County by correcting software errors and deficiencies discovered during the SAT that materially prevent go live.

Deliverables:

- a. System Acceptance Test Report

Acceptance Criteria

This task is considered complete upon County approval and sign-off that the results of the SAT were acceptable to County.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance/Rejection

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 13: Final Acceptance

Task Description:

After user training and SAT is complete, County will certify CE as operational and ready for production operation and place CE into productive use. County and Vendor personnel will provide pre-live cut and post-live cut support.

Vendor Responsibilities:

- a. Assist the County staff in placing CE into a production status.
- b. Vendor technical staff will be on-site for go-live(s) including one day prior, day of go-live and the day following go-live.

County Responsibilities:

- a. Conduct an Operational Readiness Review and determine Go-Live date.
- b. Assist Vendor in placing CE software into production and in order for County to begin operational use in consultation with County and Vendor and in accordance with the Project Schedule.
- c. Troubleshoot and resolve any User PC issues that arise in connection with using CE.

Acceptance

This task is considered complete upon County, _____ and sign _____ of the final System Acceptance _____, _____ represents that the _____ is operating in _____ accordance _____.

Statement of Completion

The _____ described in the _____ of _____ for this task have been completed

Vendor Project Manager

Date

n

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date

Task 14: Conduct Training

Task Description:

Instruct designated County personnel on the Software, as defined within the Training Plan. Training is begun after Final Acceptance.

Vendor Responsibilities:

- a. Consistent with the Training Plan, provide the negotiated number of hours of onsite training:
- b. System Administration training
- c. Train the Trainer end user training
- d. Provide CBT videos to County.

County Responsibilities:

- a. Coordinate training schedule with County personnel to be trained and provide schedule to Vendor
- b. Distribute and manage the viewing of the CBT videos to end users.
- c. Provide appropriate training facility with LCD projector, screen, copies of training materials and similar necessary to train the designated number of persons
- d. Provide County standard PCs for each "Trainer" person to be trained, and for the trainer.
- e. Provide network connectivity to the test/training server from the training room and training PCs.
- f. Develop workgroup-specific training and deliver to end users by Probation Trainers.

Deliverables:

- a. Onsite Training by Vendor
- b. Training videos for juvenile and adult supervision and institutions functions.

Acceptance Criteria

This task is considered complete when Vendor has provided training to County personnel, as defined within the Training Plan.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

p :e/R

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

Date



Task 15: Maintenance of CE, Database and Interfaces

Task Description:

Maintain CE and the interfaces to foreign systems to meet the requirements of the Contract.

Vendor Responsibilities:

- a. Maintain communications with the County servers, consistent with County security arrangements.
- b. Distribute CE updates to County.
- c. Perform Change Orders requested by County.
- d. Additional Training as contracted for by County.

County Responsibilities:

- a. Coordinate maintenance activities internally and with Vendor. Install new versions of CE in test environment.
- b. Test and approve new versions of CE in non-production environment.
- c. Move new versions of CE, once tested and approved, into production environment.
- d. Maintain Third Party Software installed on County servers including revisions/patches.
- e. Provide feedback to vendor regarding on-going system needs.

Acceptance Criteria

This task is considered ongoing.

Certificate of Completion

The deliverables described in the Statement of Work for this task have been completed.

Vendor Project Manager

Date

Acceptance Criteria

_____ The deliverables described in the Statement of Work for this task are Accepted.

_____ The deliverables described in the Statement of Work for this task are Rejected. A written statement is attached setting forth the particular reasons for rejection of the task, the specific acceptance criteria or procedures which were rejected, and a detailed list of conditions consistent with the scope of work for the task, which would make the task acceptable. All deliverables not listed in the itemized rejection statement will be deemed accepted.

County Project Manager

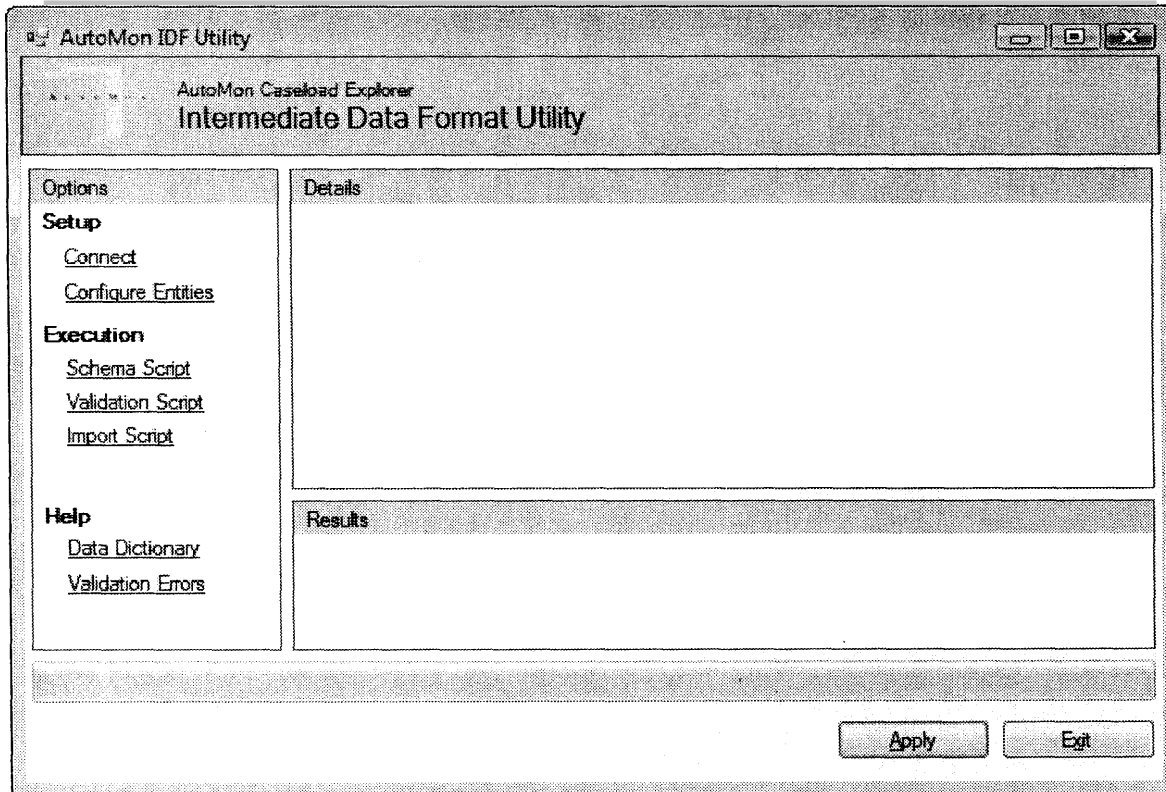
Date



Attachment C

Data Conversion Services and Process

Conversion of legacy system data to Caseload Explorer can be accomplished accurately and with a minimum of effort using the AutoMon IDF (Intermediate Data File) tool set. The IDF tool set takes care of the complicated parts of the process by automating database creation, database schemas, scripts to perform field level inspection of legacy data, and scripts to import legacy data into native Caseload Explorer tables. The IDF tool is illustrated below.



Caseload Explorer is localized for each customer via a configuration process and cooperation between AutoMon and the customer. Configuration results in modification to the native CE database through creation of meta-data. This allows each customer to extend the CE data model to accommodate their local business process and regulatory needs. Thus, there are varying levels of differences in all CE database schemas. Because of these differences, the process of importing legacy data into CE will differ for each customer because the structure of the target database has been modified. The IDF tool produces a data dictionary that defines all tables and fields needed for the conversion process. An example is shown below.

PDF Data Dictionary.pdf - Adobe Reader
File Edit View Document Tools Window Help

5 / 208 100% Find

AutoMon Caseload Explorer

Intermediate Data Format Dictionary

Table / Column	Data Type	Length	Nullable?	Description
Adult				
Physical - Weight (lbs)	int		YES	Weight (lbs) attribute in the Physical category. allowable Value(s) Must contain a valid integer value. allowable Range Must fall within the allowable range of 0,1000,150
Physical - Hair	varchar	255	YES	Hair attribute in the Physical category. Allowable Value(s) "Bald, Black, Blonde, Blue, Brown, Gray, Green, Multi-Colored, Orange, Other, Pink, Purple, Red, Sandy, Unknown, White"
Physical - Eye Color	varchar	255	YES	Eye Color attribute in the physical category. Allowable Value(s) "Black, Blue, Brown, Gray, Green, Hazel, Maroon, Multi-colored, Other, Pink, Unknown."
Physical - Sight Impairment	varchar	255	YES	Sight Impairment attribute in the Physical category. Allowable Value(s) "Impaired, Non-Impaired."
Physical - Hearing Impairment	varchar	255	MS	Hearing Impairment attribute in the Physical category. Allowable Value(s) "Impaired, Non-Impaired"
Physical - Disability(s)	varchar	MAX	YES	Disability(s) attribute in the Physical category.
Physical - Physical Description	varchar	MAX	YES	Physical Description attribute in the Physical category.
Administration - Physical File Holder	varchar	255	YES	Physical File Holder attribute in the Administration category.

The process of using this toolset to perform a conversion from a legacy system to Caseload Explorer is described in the table below.

Phase	Description	Process	Responsibilities	Tools	Work Products
CE Configuration	The configurable components of Caseload Explorer are used to set up the software per customer needs and requirements.	Through a series of reviews, AutoMon leads customer team through the application to identify and document needed configuration items.	AutoMon – Lead the process. Identify opportunities. Document changes. Customer – Provide local business process expertise. Approve changes.	- Caseload Explorer software. - System Administrator tool set - AutoMon internal tools and scripts	Localized Caseload Explorer

Phase	Description	Process	Responsibilities	Tools	Work Products
Data Mapping	The schema of the legacy system and the configured CE system are compared to establish field to field correspondences.	The IDF tool is used to produce a schema and data dictionary. This identifies every table and field used in the conversion process along with its data type, length and edit rules.	Customer – Execute the Schema generation step in the IDF tool and print out the Data Dictionary. AutoMon – Provide the IDF tool set and related documentation to the customer.	IDF Tool, Schema script component.	IDF Data Dictionary
Data Extraction	Data is copied out of the legacy system to a neutral format.	Data is extracted to plain text files using a process dependent on the native tools of the legacy platform.	Customer – Perform the extraction.	Depends on Customer tool set / legacy environment.	Flat files conforming to legacy data schema.
Data Preparation	Data is loaded into SQL Server tables. Fields correspond to the original fields of the legacy system. Data is manipulated to screen out bad values, normalize, and finally load into the IDF Schema tables.	Initial loading can be accomplished using SQL Server Import tools or other tools of the Customers choosing. Once loaded, manipulation is accomplished using SQL statements.	Customer – Perform Bulk Inserts or by other means, load legacy data into SQL Server tables of like structure. Clean and reformat data, then load into IDF Schema table. AutoMon – Consultation as needed to explain IDF Schema and format.	- SQL Server Management Studio - Query Analyzer - Bulk Insert - SQL Server Import Wizard	- Initially, SQL tables with legacy data structure. - On completion, SQL Server tables conforming to IDF Schema.
Data Validation	The IDF tool set is used to perform evaluation of cross table references, assessment of data ranges, decoded lookup of keyed values, etc. to identify data items which do not conform to CE schema characteristics.	Run the IDF Validation step. Inspect the resulting error report and correct errors in legacy or intermediate data sets until validation can be accomplished with no errors.	Customer – Run the validation step, review and correct errors. AutoMon – Consultation as needed to explain errors, recommend corrective actions.	- IDF Tool with accompanying validation scripts - SQL Server Management Studio	Validation report Validated IDF database file

Phase	Description	Process	Responsibilities	Tools	Work Products
Data Import	Data from the IDF schema is imported into Caseload Explorer native tables	Using the Import step within the IDF tool, validated data from the IDF tables is inserted into the production CE database via scripts generated and run by the IDF tool	Customer – Run the IDF Import step. AutoMon – Resolve any errors generated in the process. Take corrective action or identify the offending data.	IDF Import tool	Production ready CE database
Data Evaluation	Representative data is inspected using both the legacy software and Caseload Explorer to ensure the data has been converted as expected. Reports from the two systems are also compared.	Sample records which represent a variety of data types and situations in the legacy system are inspected by Customer users. Those same records are viewed within Caseload Explorer. Sample reports from the legacy system are run and compared to like reports in CE	- legacy system and find the same data in CE. Run reports as necessary. AutoMon – Resolve any Discrepancies identified.	- Legacy software - Caseload Explorer	Anomaly reports.

Attachment D

Caseload Explorer Configuration Process

Implementation of Caseload Explorer ("CE") involves configuration of the software for local agency use. Configuration adapts the basic software package to reflect local conventions for terminology, business process and workflows, state and local legal requirements, and agency organizational structure. In Santa Cruz County, AutoMon will start with the standard CE configuration for California Probation Departments.

The configuration process itself consists of 4 basic steps:

1. Education – AutoMon will provide the County with a detailed walk through of all parts of the application to provide the County with a thorough understanding of what parts can be configured and the options available.
2. Documentation of Changes – AutoMon will produce documentation to memorialize desired changes in a form that can reviewed and approved by the County and then provided to the AutoMon development team.
3. Implementation – The approved configuration documentation will be used by AutoMon to make the approved changes.
4. Review and Quality Assurance – Following implementation, configuration is reviewed by AutoMon and County Staff for compliance with documentation and fitness of use by the County. Final modifications are made as requested by the County.

Configuration items to be considered include the following areas:

Panel Content and Layout – Each major entity (adult offender, juvenile offender, etc) managed using Caseload Explorer has an Overview page. This is the first screen viewed when a user opens the item and it is intended to provide a "dashboard" which contains the most important information about the entity. The layout of panels and the individual data items within the panel can be set up according to County preferences.

Menu Setup – Menus appear throughout Caseload Explorer and are a primary tool for navigating the application. Menus can be modified to use local terminology, suppress parts of CE that are not being used and to provide shortcuts to frequently used functions. They may also be configured to provide access links to other County systems.

Tree Setup – The CE tree provides a means of allowing users to quickly access data sets with common characteristics. For example, a tree node can be provided to list offenders who have cases with Supervision End Dates in a user defined time period. Tree nodes are often used in place of traditional reports because they are always up to date, quick and easy to access, and interactive.

Word Data Sources – CE has a rich interface to Microsoft Word which permits information entered into the Case Management system to flow into Word documents automatically. Some setup is required to accomplish this.

Within the Adult area of the application, configuration must be done for these items:

Conditions – Standard and special conditions must be setup from Probation Orders used in the County

Case Types – The standard case types (Folder, Investigation, and Supervision) are reviewed to determine which / how data elements are to be used.

Pretrial – A new Pretrial case type must be defined.

Charge Attributes – Data elements are added/modified for local preferences.

Events – Review of the California standard set of event. CE implementations involve configuration work to ensure events reflect all supervision/institutional activities. Moreover, local business processes and work flows are automated where appropriate.

Programs – A review and configuration of specific program types offered within the County will be necessary.

Community Service – Each type of community service program, and the organizations that provides the services, is defined and configured to reflect local circumstances.

Document Storage – If CE's External Document Storage capability is going to be used, configuration of the parameters controlling location and naming must be completed.

Accounting – Records to establish the Chart of Accounts, Obligation Types, Payment rules and other items associated with the Accounting module must be localized.

Alerts – Any special requirements for alert notification may require setup.

Institution Incidents – These are configured in the same manner as Adult and Juvenile Event Types and allow the County to ensure that all needed data elements are captured and the appropriate business process is in place so that appropriate staff are automatically notified with incidents occur.

Institution Logs – Similar to incidents, CE includes provision for the County to establish standard records for shift logs, etc.

Lookup items – Setup of items which populate drop down and pick lists throughout the application must be configured to contain local lists of office locations, judges, caseload types, etc. CE includes dozens of these lookup items that will be localized, from the name of judges to the names of local agencies providing offender programs.

Attachment E

Caseload Explorer Training Guide

Introduction

AutoMon has the responsibility to train key staff from Santa Cruz County who will then train end users in the use of Caseload Explorer (CE). This Train The Trainer (TTT) approach has been used successfully by AutoMon in the implementation of CE in many other jurisdictions. While AutoMon is expert in the design and functionality of CE, it does not possess detailed knowledge of terminology, work flow and division of labor within the Santa Cruz County Probation Department. The TTT approach allows AutoMon to work with Santa Cruz staff to accomplish the following goals:

Goal 1 - Ensure Staff Understanding

To accomplish the first goal, the TTT sessions will cover each module of CE in detail. The general format of each TTT session is for the instructor to demonstrate a function before the class. This is followed by one or more “hands on” exercises to reinforce the key features and characteristics of that module. Finally, a Question and Answer session is used to allow the future trainers to iron out any uncertainties.

Goal 2 - Validate CE Configuration

One of the most critical aspects of training end users will be to ensure that they enter and maintain data the same way. When should a Contact Event be entered? What value should be used to fill in the Date Received on and Investigation case? In order to manage offenders uniformly and to obtain accurate and reliable reporting downstream, it is critical that all CE users have a common understanding of how CE is to be used. Data entry conventions will be discussed during the TTT training, giving the Department a start on developing their data entry protocols.

During the configuration process, Santa Cruz County's team has reviewed the Caseload Explorer configuration developed from Placer County and worked with AutoMon's developers to produce a CE configuration that reflects the best understanding of County needs in terms of terminology used in the application, work processes and reporting requirements within the constraints of the project budget. As the County staff gains knowledge of CE and its capabilities, it may emerge that there are minor changes needed in the configuration. In the past, this has taken the form of the need to change on screen labels for items, reorder items and change simple business rules such as whether or not specific fields should be required.

Goal 3 - Scenario Development

The TTT sessions do not necessarily reflect the same organization or content that Santa Cruz's trainers will use during in-house training. CE customers often decide to organize the internal training by job function so that clerical staff is trained together, with field officers in a separate session, and administrators and supervisors receiving yet different training tailored to their jobs. This makes sense because each of these job functions necessitates using CE in different ways. During the TTT sessions, AutoMon will work with the attendees to determine how the in-house training will be organized and what content should be presented to each group. For each, it will be useful to outline specific job function related scenarios relevant to that group and the kinds of tasks they will perform using CE.

Training of Trainers

Training of Trainers is quite different from training end users. It is expected that attendees of the TTT sessions will already be familiar with CE. They should have been participants in earlier reviews of the software with AutoMon and in the configuration process, and need to have watched the applicable training videos. Thus the attendees will already know a great deal about how CE works. TTT will then reinforce this knowledge and will lead to the organization of a curriculum which can be used to train end users. As TTT implies, these sessions are to train Santa Cruz staff in how to train Santa Cruz staff!

Participants in the TTT sessions should consist in a cross section of key staff (department trainers, supervisors, IT personnel, etc.) who can understand the technology and communicate this understanding to other staff.

Class size should not exceed 12 people, and ideally should be limited to 8. It is understood that class size may be dependent on the facilities available for the training. The preferred training room is one that has PC workstations with network access which can be set up as view stations and are able to access the training database included with Caseload Explorer on the Department's network. One student per PC is ideal. The classroom training is done by the AutoMon instructor using a production version of the application, a server with test database, a laptop computer, and an LCD projector. The student "Trainers" will have the training agenda on which to make notes. The Customer provides a training room with PC's and network connections to the server. Santa Cruz County is expected to provide the facilities including the LCD projector.

Hands-on training is incorporated into the training, resulting in a higher level of competence and greater retention by the participants.

Train the Trainer sessions will take place over a **4** day period. The first day is devoted to System Administration functions. This is followed by a day focused on Common Functionality, which should be attended by Adult Trainers and Juvenile Trainers and audited by System Administrators who will support end users. Then there is one day focusing on Adult functionality, and one day focused on Juvenile functionality. Prior to attending the courses, it is important for participants to view the videos applicable to the training they will attend.

System Administrator Course (First Day)

The Caseload Explorer System Administration training is for the Information Technology (IT) staff, Caseload Explorer application or system administrators who are in charge of implementing and maintaining Caseload Explorer. The optimum class size for this course is usually 2-4 people. Since system administration is performed only by a selected group of people, this session focuses on actual training, as opposed to scenario development. The course addresses topics necessary for the Santa Cruz County system administrator to maintain the system as well as make simple changes to its configuration to accommodate minor changes in operation. The course does not include instruction in maintenance of operating systems, hardware or system software as these items are not provided by AutoMon and are outside the scope of Caseload Explorer. AutoMon will provide a master copy of the Caseload Explorer Administration manual. AutoMon will also provide a "soft copy" as a Word file.

8:30-9:00	Application Walk Through	High level overview of major functionality of Caseload Explorer.
9:00-9:45	Security/permissions, managing user accounts, monitoring who access a record.	How the security system works. Overview of the permission system. Managing permission groups. Creating user records and assigning permissions. "Viewed By" page. Exercise: Set up a user, assign permission groups
9:45-10:00	Break	
10:00 – 10:20	Managing caseloads	Caseload purpose. Creating and assigning caseloads. unassigned caseload.
10:20- 10:40	Statutes	Managing the statute table used to populate charge information. Exercise: Add a statute to the statute table.
10:40- 11:00	Lookups	Managing the lookup lists which populate drop down lists
11:00-11:15	Break	
11:15-12:00	Word templates	Creating and managing templates. Event and form wizard templates. Exercise: Create a personal Word Template.
12:00 – 1:00	Lunch	
1:00 – 1:45	Attributes, Attribute Groups	Design, purpose and use of attributes. Modify existing attributes. Add new attributes. Exercise: Add a new attribute.
1:45 – 2:15	Conditions	Managing the lists of conditions that can be applied to clients. Exercise: Add a new Condition.
2:15 – 2:30	Break	
2:30 – 3:00	Miscellaneous utilities	Merging associates. Merging offenders. Deleting offenders. Logon Messages. Holiday calendar
3:00 – 3:30	JCPSS processing	How JCPSS processing is accomplished
3:30- 3:45	Break	
3:45 – 4:30	Ad hoc reports	Use of Ad hoc report builder feature. The data model. Filtering. Sorting and grouping. Exporting. Exercise: create an Ad Hoc Report.
4:30 – 4:45	Questions, wrap up.	

Common Functions Course (Second Day)

The Common Functions Course covers functionality that is common to both the Adult and Juvenile modules. It will also be of interest to those System Administrators who will be called upon to support end users. This day of training should be attended by Adult and Juvenile trainers and possibly audited by System Admin staff who will support end users.

8:30-9:15	Application Walkthrough and Basic Navigation	Demonstration of the main features of the application from the users point of view. Getting logged in. Creating desktop shortcuts. Using filters, exporting data, "Print List"
9:15 – 9:45 9:45 – 10:00	Searching: "Find" functionality.	Importance of searching before creating new records. Finding persons, addresses, phones, etc.
10:00 – 10:05 10:05 – 10:15	Break New records (brief)	Quick look at how new records are created. (detailed review is part of follow-up course)
10:15 – 10:45 10:15 – 10:45	Managing basic defendant data	
10:45 – 11:00 11:00 – 11:20	Break Managing Associates	Creating and editing names, addresses, phone numbers, basic attributes. Data history and audit trails. Attribute Editor. Adding comments to data.
11:20 – 12:00	Student Exercises	Creating an associate. The Associate Property sheet. "Case" and "Personal" Associates. Associates and searching.
12:00 – 1:00	Lunch.	Finding a person, modifying name, address, phone, and attributes, adding comments to attributes, viewing history of attributes.
1:00 – 1:20	Cases: Overview of Adult and Juvenile	
1:20 – 1:40	Conditions page	Creating new cases. Entering statutes. Managing case data. Closing a case. Co-workers and assignments.
1:40 – 2:00	Photos and Scanned images	Condition setup and management. Filtering. Relationship to Overview page.
2:00 – 2:15 2:15 – 2:45	Break Tasks and Calendars	Capturing photos / images from TWAIN devices. Importing photos / scanned documents. Viewing and printing.
2:45 – 3:15	Messages and Alerts	Appointment and tasks. Client calendar vs. Officer (home page) calendar. Calendars in the tree / list view.
3:15 – 3:30	Break	Messages and alerts. Relationship to other data / defendant management. Clearing. Logs of notifications. Notifications page
3:30 – 4:00	Reports, Ad hoc reports	
4:00 – 4:30	Student Exercises	Review of how to run existing reports, overview of capabilities of Ad Hoc report generator.
4:30 – 4:45	Questions, wrap up.	Creating and modifying single and repeating task, sending messages, setting up alerts, clearing messages and alerts.

Adult Supervision Course (Third Day)

8:30 – 9:15	Setting up a new adult <u>person</u>	Search for existing person, New Adult Wizard, entering basic data and attributes, Warnings, <u>Safety/Officer</u> Instructions, Tasks/Calendar, Assessments, Associates, CLETS functionality.
9:15 – 10:00	Setting up new adult <u>cases</u>	Setting up an Adult Case: case types, Details, Charges, Events, Assignments, Victims/Co-Defendants, Terms and Conditions. Viewing criminal history.
10:00 – 10:15	Break	
10:15 – 10:45	Events	Event types, how to create/modify, how to view/filter, relationship with Calendar
10:45 – 12:00	Guided Student Exercises	Performing work related scenarios Searching for information, setting up a new adult person, using Attribute Editor, setting up a new case, entering charges, entering a case event, case assignments, co-defendant associates, entering other associates, setting up a task related to the new defendant.
12:00 – 1:00	Lunch	
1:00 – 1:15	Supervised Release File (SRF) processing	Entering and maintaining SRF data.
1:15 – 1:45	Programs/Treatment	Placing a defendant into a program, notes, removing from program, views of program information.
1:45 - 2:00	Break	
2:00 – 2:45	Using Word document templates.	How to invoke. Making "packets". Modifying information. Cut/Paste operations.
2:45 – 3:15 –	Reports	Review of reports targeted to adult supervision, review capabilities of Ad Hoc Reports.
3:15 – 3:30	Break	
3:30 – 4:30	Student Exercises	Create and save a Word document, enter a supervision event, create/modify/complete a task, send another officer a message, change the warning message on an offender
4:30 – 4:45	Q & A	Address user questions. Suggestions for user training.

Juvenile Supervision Course (Fourth Day)

8:30 – 8:45	Juvenile Data Overview	Unique elements of Juvenile data: “Living With”, School, Gangs, Placements, Programs, Referrals/Petitions
8:45 – 9:30	New juvenile persons	Search for existing juvenile, Completing the New Juvenile Wizard, Adding family members, school, gang, employer information, Using Attribute Wizard to complete attributes, Assessments
9:30 – 9:45	Break	
9:45 – 10:30	New juvenile Cases	Review of juvenile case types and their usage, creating new referrals, petitions, Co-Defendants, Victims, entering Terms and Conditions of probation, viewing history.
10:30 – 10:45	JCPSS	JCPSS and related data processing. Generation of JCPSS files. Rectifying errors.
10:45-11:00	Break	
11:00 – 11:30	Juvenile Events	Review of juvenile event types, creating events, viewing/filtering.
11:30 – 12:00	Exercises	Find a Juvenile, modify data, create new referral, petition, event, terms and conditions, assessment, task, message, warning, and special instructions.
12:00 – 1:00	Lunch	
1:00 - 1:30	Placements	Initiating new, managing, viewing, terminating, visit history, placement review history, finding placements and viewing information about, placement reports.
1:30 – 2:00	Programs	Set up a new program, modify information, terminate program, view history.
2:00 – 2:15	Break	
2:15 – 2:45	Document templates	Review of document templates used specifically with juvenile module, create, modify, save, cut/paste.
2:45 – 3:15	Reports	Review of reports targeted to juvenile supervision, overview of Ad Hoc Report capability.
3:15 – 3:30	Break	
3:30 – 4:30	Exercises	Open and terminate placement, Open and close a Program, complete a Word document.
4:30– 4:45	Q&A	

On-line Videos

AutoMon will deliver a series of training videos which cover the same basic topics as the classroom training. It is anticipated that the videos will be organized in much the same manner as the training modules themselves; however the videos do not substitute for classroom training. The videos should be prerequisite for all participants in both train-the-trainer and agency conducted training sessions. They will also be useful for future training of new staff who come to the agency after the system is live. A preliminary list of video titles and planned durations is shown below.

Case Manager / Clerical Topics:

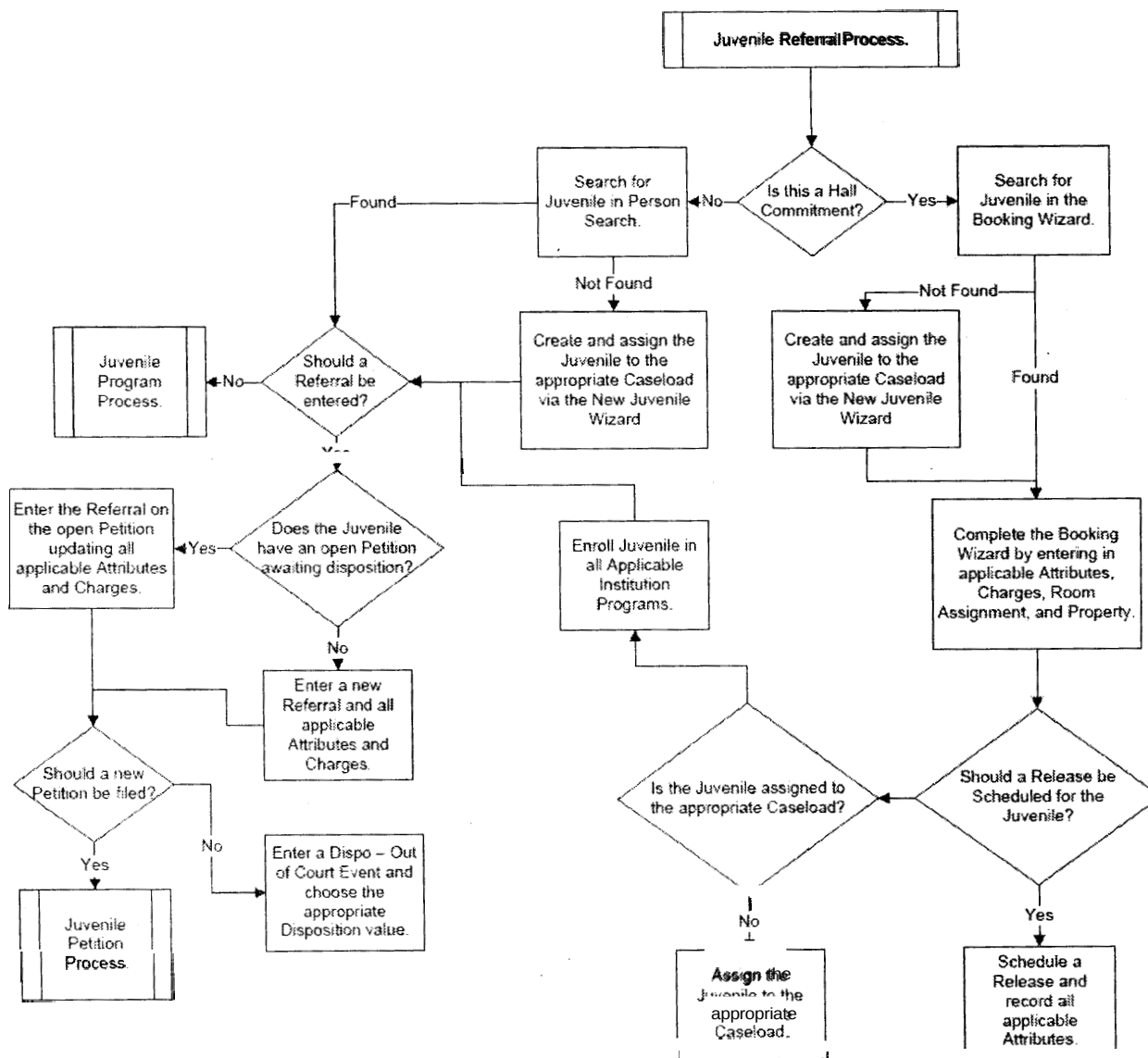
Action Menu	Institution Logs
Adult Cases	Juvenile Cases
Alerts	Juvenile Medical
Assessments	Juvenile Release
Associates	Juvenile SMT
Basic Navigation	Managing Defendant Data
Booking	Messages
Calendar	New Adult
Conditions	New Juvenile
Events	Placements
Find Person	Programs
Finding Information	Templates
Getting Started	Vehicles
Images	Weekender
Institutions Incidents	Word Documents

System Administration Topics

Attribute Groups	Managing Users
Deleting Persons	Master Conditions
Logon Messages	Merging Records
Managing Caseloads	Permissions Intro
Managing Lookup Lists	Purging Persons
Managing Statutes	Ad Hoc Reports

Example One Sample Process Diagram

Many jurisdictions have found it helps staff understand a process when they are able to see a diagram of it. Usually only a few key processes are diagrammed. These become valuable training aids. Below is a sample of such a diagram and should be completed by the County in advance of the training session if it will be desirable to use them during training.



Example 2

Sample Scenario

Completing work-based scenarios during their training helps staff understand the relationship between the various components of **CE**. An example:

- 1) Client Data:
 - a) Go To Main Menu, select Find > Person.
 - b) Find John Doe, PIN 100001
 - c) Edit Data
 - i) Name:
 - (1) Overview > "Name"
 - (2) On the Name Editor, > blue triangle to left.
 - (3) > "New"
 - (4) Enter a first and last name
 - (5) > "Update" (on right of screen)
 - (6) > Overview
 - (7) Result: the counter next to "Name" should have advanced by one. If you click on "Name" you should see the name you just entered in the list.
 - ii) Date of Birth:
 - (1) Overview > "DOB" (under "Name")
 - (2) Enter data
 - (3) > "Save"
 - (4) > Overview
 - (5) Result: the counter next to DOB should have advanced by one. If you click on **DOB** you should see the new DOB in the list.
- 2) Enter Terms and Conditions
 - a) Overview > Conditions > blue triangle to left > New
 - b) Case: 1234
 - c) > Drug Testing
- 3) Create New Event
 - a) Overview > Events > blue triangle to left > New >
 - b) Enter Data:
 - i) Category: Court
 - ii) Type: Formal Sentencing/Violation
 - iii) > Next
 - iv) Date: (date of test)
 - v) Case: 1234
 - vi) Court: Superior – SM
 - vii) Judge: Beck
 - viii) Hearing Officer: Mose
 - ix) Case Type: Prop 36

Attachment F

Recommended Server & Workstation Hardware Specifications

This document details recommended hardware specifications only. Each organization will maintain their own data backup strategy, up to date antivirus software on servers and desktops and other security procedures consistent with local conventions.

User
• 2 [] w/ XP < GB AM w/ Vista • XP or Vista • Microsoft Word software is required to [] documents within [] Microsoft Word • 20 K or later. • Internet Explorer 6.0 or later • To assure intended usability; screen resolution $\geq 1024 \times 768$ is recommended.
Server Requirements by Number of Users
1 to 6 Users: Database server and web server may reside on the same machine. • 2 Dual Core Intel Xeon™ Processor 5200 Series • 4 GB RAM • 73GB Disk • Microsoft Windows Server 2003 Operating System • Microsoft Internet Information Services 6.0 • Microsoft SQL Server 2005 Single Processor license • Microsoft SQL Server 2005 Reporting Services • Microsoft .Net Framework v2.0, v3.5, and Microsoft Internet Explorer Web Controls
7 to 20 Users: Database and web server may reside on the same machine. Please note, however, that at the upper end of this range some customers may see performance degradation at heavy use times. Such agencies should consider separating the web server and database server onto separate computers. See Web Server specs below. • 2 Quad Core Intel® Xeon™ Processors, 5400 Series, (similar to Dell PowerEdge 2950111) • 8 GB RAM • 73 GB Disk • Microsoft Windows Server 2003 Operating System • Microsoft Internet Information Services 6.0 • Microsoft SQL Server 2005 Single Processor license • Microsoft SQL Server 2005 Reporting Services • Microsoft .Net Framework v2.0, v3.5, and Microsoft Internet Explorer Web Controls

20 to 50 Users: Database and web server are on separate machines.	
Database Server	• 4 Dual Core Intel® Xeon™ Processors, 7100 Series • 4 GB RAM • 73 GB SCSI Disk – RAID 5 Configuration • Microsoft Windows Server 2003 Enterprise Edition Operating System • Microsoft SQL Server 2005 Multi-Processor license. • Microsoft SQL Server 2005 Reporting Services
Web Server	• 4 Dual Core Intel® Xeon™ Processors, 7100 Series • 8 GB RAM • 73 GB SCSI Disk – RAID 5 Configuration • Microsoft Windows Server 2003 Standard Operating System • Microsoft Internet Information Services 6.0 • Microsoft .Net Framework v2.0, v3.5, and Microsoft Internet Explorer Web Controls
50 to 250 Users: Database and web server are on separate machines.	
Database Server	• 4 Dual Core Intel® Xeon™ Processors 7200 Series or 4 Quad Core Intel® Xeon™ 7300 Series • 16 GB RAM • 100+ GB SCSI Disk – RAID 5 Configuration • Microsoft Windows Server 2003 Enterprise Edition Operating System • Microsoft SQL Server 2005 Multi Processor license. • Microsoft SQL Server 2005 Reporting Services
Web Server	• 4 Dual Core Intel® Xeon™ Processors 7200 Series 8 GB RAM • 73 GB SCSI Disk – RAID 5 Configuration • Microsoft Windows Server 2003 Enterprise Edition Operating System • Microsoft Internet Information Services 6.0 • Microsoft .Net Framework v2.0, v3.5, and Microsoft Internet Explorer Web Controls
250+ Users:	
Depending on the number of users and the intended use, this configuration may consist of single or multiple database servers and web servers. Further, the use of a data warehouse for reporting may be recommended. Hardware, systems software, operating system changes may be appropriate depending on implementation. Caseload Explorer may be scaled to handle large user populations using Microsoft Clustering Services on Enterprise versions of SQL Server 2005 and Windows 2003 Datacenter Edition.	

Attachment G

Software License, Maintenance & Services Pricing

Summary Pricing Schedule - Software Acquisition and Services

Items Included	Summary Pricing	Notes or Comments
Caseload Explorer License. Adult and Juvenile Supervision, Juvenile Institutions, Accounting, Kiosk, Ad Hoc Reporting. License fee will be invoiced Net 30 following Delivery by Vendor to County of the "California Standard" Configured version of Caseload Explorer. The California Standard version of Caseload Explorer is substantially the same configuration that is installed in and operating in Placer County CA, including reports, but is not localized and without Other Deliverables applied.	300,000	
Service Charges for Other Deliverables. Other Deliverables are performed on a time and materials basis, unless otherwise agreed. Time and materials charges are billed monthly reflecting the work performed in the previous month. Payment terms are Net 30.	173,988	
Total	473,988	

Other Deliverables

Professional Services	Hours	Hourly Rate	Extended Pricing	Notes or Comments
Implementation Services				
Enhancements		140	0	No specific enhancements have been identified
Assessments	44	140	6,160	See following detail
Interfaces	100	140	14,000	See following detail
Reports			50,728	See following detail
Ad Hoc Reporting Module Set up	40	140	5,600	
<i>Subtotal subject to Software Maintenance</i>			76,488	
Project Planning and Requirements Assessment of Configuration, Enhancements, Interfaces	185	140	25,900	
Data Conversion	125	140	17,500	See Attachment C to MASTER AGREEMENT
Configuration	160	140	22,400	See Attachment D to MASTER AGREEMENT
Travel Associated with Implementation Services (8 days onsite, 4 travel days @ .5 day each direction each trip)			0	
Training				See Attachment E to MASTER AGREEMENT
Report Development/ Database Training	40	140	5,600	
Computer Based Training Videos (As delivered to Placer)			8,500	
Training Preparation or Online Training	40	140	5,600	
Onsite Training – (12 days on site, 4 travel days (.5 days each direction each trip). Travel Expenses per day of 270/day	1,000 per day	12 days	12,000	
TOTAL			173,988	

**Santa Cruz Reports Summary
Pricing**

Item	Hours	Rate \$	Pricing
Standard CE Sup & Inst Reports	0	140	0
Standard CE Templates	3	140	420
Standard CE Accting Reports	0	140	0
Offense specific reports	40	140	5,600
Condition specific reports	40	140	5,600
Geographic reports	40	140	5,600
Demographic reports	40	140	5,600
Community Service reports	40	140	5,600
Program related reports	7.91	140	1,108
Compliance reports	40	50	2,000
Recidivism reports	80	50	4,000
JDAI reports/queries	80	50	4,000
Accounting	80	140	11,200
Total	548		50,728

Assessments

Item	Hours	Rate	Pricing	Notes and Comments
Juvenile RAI (Detention Risk Assessment Instrument)	8	140	1,120	Used at intake in Juvenile Hall. Need to make minor format changes.
Juvenile Back on Track (Assessments.com)	16	140	2,240	Assessments.com interface required. There are 2 levels: Initial and Full
Adult Initial Risk	4	140	560	(Pink form)
Adult Re-Risk	4	140	560	(Green form)
Static 99 setup	4	140	560	(Could be implemented as native CE assessment for 4 hrs)
Adult Pretrial	4	140	560	Source is Virginia
Juvenile MAYSI		140	-	No action required at this time
CRAFT	4	140	560	Drug and alcohol screening
Total	28		6,160	

Interfaces

Item	Hours	Rate	Pricing	Notes and Comments
Sheriff's Department Jail Management System (See attached)	40	140	5,600	
Sheriff's Department Pretrial System (See attached)	40	140	5,600	
KIDS Inter-Agency Database	20	140	2,800	Extract approximately 30 data elements for juveniles meeting specific criteria related to placement. County will handle importing of this data.
Courts (Possible – Future)	0	140	-	No action required at this time
FAMIS (Possible – Future)	0	140	-	No action required at this time
CUBS (Possible – Future)	0	140	-	No action required at this time
HRI (Healthy Returns Initiative)	0	140	-	No action required at this time
HEP (Health Education Profile) (FTP)	0	140	-	No action required at this time
Total	100		14,000	



Software Maintenance

Items Included	Summary Pricing \$	Notes and Comments
Software Maintenance. Software Maintenance shown reflects the pricing of the contract as of the effective date and includes coverage for the charges reflected. Software Maintenance charges are not accessed during the first twelve calendar months following Acceptance. Thereafter, software maintenance is billed annually in advance.	75,298	Based on 20% of Software License Fee and 20% of Implementation Services (including Enhancements, Assessments, Interfaces, Reports, Ad Hoc Reporting Module Set Up)
Escrow Services. Subject to annual escalation in price equal to 5%. First Year Escrow is due upon Acceptance	1,500	

Other Terms and Conditions

1. Change Orders. Effective on the next annual renewal of the License and Support Agreement, and subject to the same annual 5% price escalations affecting fees generally, the software maintenance charge will be increased by an amount equal to twenty percent (20%) of the total Change Order charge. Notwithstanding the preceding sentence, charges for training, training materials and training preparation shall not occasion an add-on charge to the Software Maintenance Fees.
2. Effective on the 1st anniversary of Acceptance all fees, charges and hourly rates for technical services provided by Vendor shall raise by 5% annually for amounts billed during the subsequent year(s).

Attachment H

List of Standard CE Reports, Accounting Reports and Document Templates

The following items are provided to the County as part of the standard Caseload Explorer package for California.

Standard CE Supervision and Institution Reports (modifications, as required, are to be done by Santa Cruz County Staff)

Doc. #	Name	Status
CE-S1	Active Placement Profile	Standard
CE-S2	Address List by Zip Code	Standard
CE-S3	Adult DOJ Monthly Summary	Standard
CE-S4	Adult EMP Statistics	Standard
CE-S5	Adult Supervision Statistics	Standard
CE-S6	Adult Work Release Statistics	Standard
CE-S7	Assessments	Standard
CE-S8	Attendance And Capacity	Standard
CE-S9	Caseload Activity	Standard
CE-S10	Caseload Client Roster	Standard
CE-S11	Caseload List	Standard
CE-S12	Caseload Roster	Standard
CE-S13	Cases Closed by Type	Standard
CE-S14	Client Contacts	Standard
CE-S15	Contact Roster	Standard

Doc. #	Name	Status
CE-S16	CCSA Monthly Juvenile Detention Survey	Standard
CE-S17	CCSA Quarterly Juvenile Detention Survey	Standard
CE-S18	DNA Swab Testing	Standard
CE-S19	Ethnic Summary	Standard
CE-S20	GFR Monthly Stats	Standard
CE-S21	Institution Admission Departure	Standard
CE-S22	Institution Graduation Recidivism Profile	Standard
CE-S23	Juvenile Court Statistics	Standard
CE-S24	Juvenile EMP Statistics	Standard
CE-S25	Juvenile History	Standard
CE-S26	Juvenile Home Supervision Statistics	Standard
CE-S27	Juvenile Officer Statistics	Standard
CE-S28	Juvenile Program Attendance Profile	Standard

Doc. #	Name	Status
CE-S29	Juvenile Referral Statistics	Standard
CE-S30	Juvenile Supervision Statistics	Standard
CE-S31	Juveniles Without Case Plans	Standard
CE-S32	Officer List	Standard
CE-S33	UA Statistics	Standard
CE-S34	Unlinked Associates	Standard
	Periodic Reviews with Santa Cruz Project team	
	Testing and Quality Assurance with Santa Cruz Configuration	
	Implementation (loading Santa Cruz Servers)	

Standard CE account gl t and tested at

Doc. #	Name	Status	Hrs	Hr Rate	Pricing \$	Notes/Requested Modifications
CE-T1	602 Disposition Attachment B.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T2	Adult - DRC Acceptance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T3	Adult Abused Drug Screen Lab Slip.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T4	Adult Courtesy Supervision Request.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T5	Adult CTS Memo.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T6	Adult DUI Assessment Appointment Notice SPANISH.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T7	Adult DUI Assessment Appointment Notice.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T8	Adult DUI Assessment Appointment Notification Letter SPANISH.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T9	Adult DUI Assessment Appointment Notification Letter.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T10	Adult EM -Work Furlough Memorandum.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T11	Adult EM Acceptance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T12	Adult Formal Probation for Violation - OCC.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T13	Adult Jail Memorandum.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T14	Adult Memorandum.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T15	Adult Release of Inmate to Alternative Sentencing.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T16	Adult Report of Probation Violation 1203.12PC.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements

25

Doc. #	Name	Status	Hrs	Hr Rate	Pricing \$	Notes/Requested Modifications
CE-T17	Adult Request for a Warrant .doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T18	Adult Request for a Warrant Court.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T19	Adult Request for Continuance Court.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T20	Adult Request for Continuance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T21	Adult Residence Transfer Acceptance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T22	Adult Supervision Appointment Notice.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T23	Adult Violation of Probation Petition.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T24	Adult VOP Adjustment Summary.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T25	JDF Adjustment Summary.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T26	Plan.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
	Subtotal		0		-	
	Periodic Reviews					
	Project team		0	140	-	
	Testing and Quality Assurance with Santa Cruz Configuration		0	140	-	
	Implementation (loading Santa Cruz Servers)		0	140	-	
	Total		0		0	No costs identified

Modifications

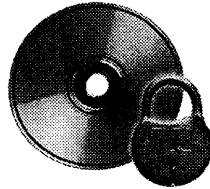
Doc.#	Name	Status	Hrs	Hr Rate	Pricing \$	Notes/Requested Modifications
CE-T1	602 Disposition Attachment B.doc	Standard	0	140		Santa Cruz Staff will modify Templates to local requirements
CE-T2	Adult - DRC Acceptance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T3	Adult Abused Drug Screen Lab Slip.doc	Standard	0	140		Santa Cruz Staff will modify Templates to local requirements
CE-T4	Adult Courtesy Supervision Request.doc	Standard	0	140		Santa Cruz Staff will modify Templates to local requirements
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CE-T15	Adult Release of Inmate to Alternative Sentencing.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements

Doc. #	Name	Status	Hrs	Hr Rate	Pricing \$	Notes/Requested Modifications
CE-T16	Adult Report of Probation Violation 1203.12 PC.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T17	Adult Request for a Warrant .doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T18	Adult Request for a Warrant Court.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T19	Adult Request for Continuance Court.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T20	Adult Request for Continuance.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
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CE-T22	Adult Supervision Appointment Notice.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
					-	Santa Cruz Staff will modify Templates to local requirements
		Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
CE-T25	JDF Adjustment Summary.doc	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
	Juvenile Case	Standard	0	140	-	Santa Cruz Staff will modify Templates to local requirements
	Subtotal		0			
	with Santa Cruz		0	140		
	Testing and Quality Assurance with Santa Cruz Configuration		0	140		
	Implementation (loading Santa Cruz Servers)		3	140	420	
	Total		3		420	

Appendix I Payment Schedule

\$100,000	Due on contract signing
\$100,000	Due on installation and acceptance of Standard Case Explorer
\$173,988	Other Services as defined on Attachment G billed monthly
\$100,000	Due on final acceptance

Attachment I
EscrowTech Escrow Agreement



EscrowTech
Software Escrow Agreement

("Multiple Beneficiaries – Service Level 1 - Separated Products")

Date of Agreement: January 1, 2007

Escrow No. AutoMon2007

EscrowTech: EscrowTech International, Inc.
C7 Data Center Building
333 South 520 West - Suite 230
Lindon, UT 84042

Tel.: (801) 852-8202
Fax: (801) 852-8203

Owner: Name: AutoMon Corporation
Address: 14555 N Scottsdale Road
Suite 300
Scottsdale, AZ 85254

Tel.: 480.368.8555
Fax: 480.368.9555
Contact: Tom Jones
e-mail:
tjones@automon.com

1. Software Products, Software and Establishment of Escrow. Owner owns, or has the right to license or distribute, the computer software products identified in Exhibit A and referred to in this Agreement as the "Software Products." Owner licenses Software Products to its licensees. One, some or all of the Software Products may be licensed to a given licensee. Different combinations of these Software Products may be licensed by Owner to different licensees. These licensees may become Beneficiaries under Section 2 of this Agreement. As applied to a given Beneficiary, the term "Software" shall mean the Software Products licensed by Owner to that Beneficiary pursuant to that

Beneficiary's License Agreement (see Section 9) and as identified in the applicable Beneficiary list, but shall not include any other Software Products. By this Agreement, Owner establishes an escrow for the Software Products (the "Escrow").

2. Beneficiaries and the List. Owner desires that its then-current licensees of the Software Products be Beneficiaries under this Agreement. Owner shall deliver to EscrowTech a list of these Beneficiaries. From time to time, Owner will provide an updated list of Beneficiaries. Such lists will be in writing. Each updated list will be complete, i.e., will include all licensees who are Beneficiaries. Owner has **no** obligation

to include on a list any licensee who Owner elects to deny Beneficiary status. For each Beneficiary on the list, Owner shall include the Beneficiary's name, address and telephone number, and shall indicate the Software Products licensed to that Beneficiary. If a previously listed Beneficiary is not included on the then-most current list, then such Beneficiary shall cease to be a "Beneficiary" under this Agreement. Owner may give assurances or contractual commitments to a Beneficiary concerning the inclusion or removal (or non-removal) of the Beneficiary from this list, but such assurances and commitments are not made by EscrowTech (i.e., EscrowTech will rely on the then-most current list from Owner).

3. ***Relationship with Beneficiaries.***

EscrowTech has no obligation to contact or communicate with or give notices to Beneficiaries (but may do so if it desires), except as necessary in connection with a release of Deposit Materials. At EscrowTech's option, a Beneficiary shall have no right under this Agreement or the Escrow unless such Beneficiary delivers to EscrowTech a written acceptance of this Agreement.

4. ***Separate Product Depositories and Deposit Materials.*** A separate "Depository" shall be established for each of the Software Products under this Escrow. For each Software Product, Owner shall deliver to EscrowTech the "Deposit Materials" (including "Updates") identified in Exhibit A attached hereto. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.

(a) These Deposit Materials for a Software Product will be assigned to and placed in the Depository established for that Software Product. Deposit Materials delivered to EscrowTech shall be clearly marked by Owner to identify the Software Product to which the Deposit Materials pertain and to distinguish these Deposit Materials from the Deposit

Materials corresponding to the other Software Products.

(b) Notwithstanding anything herein to the contrary, a Beneficiary shall only have rights under this Agreement with respect to the Deposit Materials in the Depositories established for the Software Products which are identified in the then-current list of Beneficiaries as being licensed to that Beneficiary.

5. ***Encryption and Reproduction.***

Owner warrants that none of the Deposit Materials will be encrypted and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use – see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (e.g., see Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide decryption tools/keys, passwords or information needed for decryption.

6. ***Updates.*** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

7. ***Deposit Procedure.*** For each Software Product, Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by

Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner.

(c) **Deficiency.** EscrowTech is not responsible if the Deposit Materials are deficient (e.g., incomplete or inadequate) or if there is some other problem.

(d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) **No Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials.

8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

9. **License Agreement.** Owner and

each Beneficiary have entered into one or more agreements that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is/are rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the applicable Deposit Materials if the "Release Condition" described in Exhibit B occurs. The

applicable Deposit Materials are the Deposit Materials in the Depositories established for the Software Products for which the Beneficiary is licensed as indicated in the then-most-current list of Beneficiaries. The following release procedure shall apply:

(a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11(d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning **on** the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials] then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software Product versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software Product, but only versions 2.0 and 2.1 are licensed to the Beneficiary] then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials in the Depository which should not be released to the Beneficiary. In the absence of such information] EscrowTech may release all of the Deposit Materials in the Depository or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to

Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. Use of Released Deposit Materials. Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in Exhibit B ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until a release in accordance with this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. Fees. EscrowTech shall receive the following fees and payments:

(a) **Initial Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable. The Annual Fee will be increased for each Software Product in excess of one - see the fees for Additional Software Products in the Fee Schedule.

(b) **Excess Update Fee.** For each Depository: (i) Four Updates per contract year may be made at no extra charge; and

(ii) If more than four Updates are made to that Depository in a contract year, then Owner shall pay the Excess Update Fee to EscrowTech for each extra Update in accordance with the Fee Schedule (Exhibit C).

(c) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech. EscrowTech has no obligation to release any Deposit Materials to a Beneficiary until after the applicable Release Fee has been received by EscrowTech.

(d) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit C).

(e) **Increases.** The fees set forth in Exhibit C are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(f) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above fees.

16. Termination of Beneficiary. A Beneficiary's status as a "Beneficiary" under this Escrow will terminate, and the Beneficiary will cease to be a "Beneficiary" under this Agreement, if either of the following occurs:

(a) An updated list of Beneficiaries under Section 2 fails to include Beneficiary as a then-current Beneficiary. The Beneficiary may be reinstated as a Beneficiary if included on a subsequent updated list under Section 2.

(b) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after such termination. Termination of a Beneficiary shall not affect the other Beneficiaries.

17. Termination of Escrow. Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party. Owner shall promptly give notice of such termination to all Beneficiaries. If a Release Condition occurs and EscrowTech receives written notice thereof from a Beneficiary under Section 11(a) prior to the date of termination, then the Escrow will not terminate as to such Beneficiary without the written consent of that Beneficiary (or a final determination that the Beneficiary is not entitled to a release). Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. Establishment of Substitute Escrow. During the 90 day period under Section 17, Owner may establish a substitute Software escrow with a third party escrow agent. If more than 90 days is needed to establish the substitute Software escrow and if EscrowTech receives written notice from Owner of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute Software escrow has been established.

19. Dispute Resolution. In the event of any dispute between Owner and EscrowTech or between a Beneficiary and EscrowTech or between Owner and a Beneficiary relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then thereafter either of them may submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they

shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. Protection of Deposit Materials. EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. Indemnification. In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

22. Depository Only. EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. Uncertainty. Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. Reliance. EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. Extraordinary Services. In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit C), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. Disclaimer. ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. Limitation on Liability. FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY

CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.

30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary,

such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Party. Notices to a Beneficiary shall be directed to the applicable address on the then-most-current list of Beneficiaries received by EscrowTech, or a substitute address designated by the Beneficiary for itself in a notice actually received. It is the responsibility of each Party to keep the other Party informed of its address and telephone and fax numbers.

33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other Party and shall deliver to such other Party a copy of the successor's written agreement to accept or assume this Agreement.

35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

AutoMon Corporation ("Owner")

By (signature): _____

Name (print): Tom Jones

Title: President & CEO

EscrowTech International, Inc.

By (signature): _____

Name (print): _____

Title: _____

EXHIBIT A – EscrowTech Software Escrow Agreement**A. SOFTWARE PRODUCTS**

The “Software Products” shall mean the following computer software products:

Software Product No. 1 Name: Caseload Explorer “Software”. : Description - The Software is case management solution for Federal and State and County probation, pretrial release and parole agencies. It assists agency employees in managing daily tasks such as recording chronological case notes, generating agency letters, creating itineraries, reviewing probationer reporting transaction history along with many other features relevant to the operation of a community based corrections agency.

This system has been developed for access via a web browser. The software is installed on a web server. The web server computer must run Microsoft Internet Information Server version 6.0 or later and Windows 2003 or later. The software manages a variety of data elements which are maintained in a database server. The web server and database server may reside on the same machine or they may be installed on separate computers connected via a TCP/IP local area network. The data is maintained using Microsoft SQL Server 2008 or later database software. Use of the application requires Microsoft Internet Explorer version 5.5 or later on the client machine. The application software is coded using Microsoft Visual Studio.Net.

Software Product No. 2 Name: _____
 Software Product No. 3 Name: _____
 Software Product No. 4 Name: _____
 Software Product No. 5 Name: _____
 Software Product No. 6 Name: _____
 Software Product No. 7 Name: _____
 Software Product No. 8 Name: _____

B. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following “Deposit Materials” to be held in the Escrow:

CD or DVD containing the following:
 Source code for the Software.
 Index of Materials included
 Instructions for loading Software on a Server

C. UPDATES

Owner will keep the Deposit Materials current with future updates, versions and releases of the Software, by delivering to EscrowTech corresponding updated Deposit Materials (“Updated Deposit Materials” or “Updates”). Owner shall keep the Deposit Materials for the Software current with the Software licensed or provided by Owner under the License Agreements.

However, Owner shall not be obligated to provide Updates more frequently than once per contract year.

EXHIBIT B – EscrowTech Software Escrow Agreement**RELEASE CONDITION**

The “Release Condition” shall be deemed to have occurred in the event of any of the following:

1. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner’s Software maintenance obligations under the License Agreement.
2. The Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of its License Agreement.
3. Owner (or its successor) materially and continuously defaults in its obligation to provide maintenance services as required by the License Agreement, and fails to cure such default within 30 days after receiving written notice of the default from Beneficiary. The notice must describe the default and the action which Beneficiary believes is necessary to cure the default. If more than 30 days is reasonably required to complete the cure, Owner (or its successor) shall have such additional time (not to exceed two months) as is reasonably needed, provided that Owner (or its successor) is diligent in completing the cure.

PERMITTED USE

The following apply to Deposit Materials released to Beneficiary in accordance with this Software Escrow Agreement:

- a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).



- c. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

ATTACHMENT J**Change Order Form (Sample)**

SERVICES REQUEST FORM
PROJECT REQUEST _____

This Service Request *is* issued pursuant to the Agreement for the License, Maintenance and Support Services dated as of [DATE], by and between the County and AutoMon ("LM&S Agreement"). Any term not otherwise defined herein, shall have the meaning ascribed to it in the LM&S Agreement. Upon completion by AutoMon of a corresponding Statement of Work, and execution by the parties, this Service Request and the corresponding Statement of Work documents shall become part of and be binding on the parties to the LM&S Agreement.

Services to be performed / Objectives of the Request

Functional Requirements:

Interfaces:

Deliverables to be Provided:

Requested Schedule:

cost: \$ _____

Annual Maintenance Surcharge: \$ _____

Approved and Authorized by:

COUNTY OF SANTA CRUZ

By: _____

Title: Chairman, Board of Supervisors

Date: _____